

**NOTE:**

**THIS SOLICITATION IS NOW CLOSED. THE FISCAL YEAR 2016 PHASE I ED/IES SBIR SOLICITATION WILL  
LIKELY BE RELEASED IN LATE FALL, 2015, WITH A DUE DATE IN EARLY 2016.**

**U.S. Department of Education  
Institute of Education Sciences  
SMALL BUSINESS INNOVATION RESEARCH PROGRAM**

**PHASE I**

**PROGRAM SOLICITATION FOR FY 2015  
REQUEST FOR PROPOSALS**

**RFP Number: ED-IES-15-R-0005**

**PRIORITY 1: Education Technology Products Used by Students or Teachers (or other Instructional Personnel) in Authentic Education Settings**

**PRIORITY 2: Education Technology Products Used by Infants, Toddlers, or Students With or At Risk for Disabilities, or Teachers (or other Instructional Personnel, Related Services Providers, or Family Members) in Early Intervention or Special Education Settings**

**ISSUE DATE: December 1, 2014**

**CLOSING DATE: January 15, 2015  
2:00 P.M., Eastern Time**

**Additional SBIR Funding Opportunities for R/R&D of Education Technology Products**

- The SBIR program at the National Science Foundation (NSF) accepts applications for the development of education technology products through its education topic area. For more information, [see here](#).

**PHASE I**  
**TABLE OF CONTENTS**

Section	Page
I. Program Overview.....	1
II. Definitions.....	5
III. Contract Proposal Preparation Instructions and Requirements.....	9
IV. Method of Selection and Evaluation Criteria.....	21
V. Considerations.....	24
VI. Proposal Submittal Information.....	30
VII. Scientific and Technical Information Sources.....	32
VIII. Phase I Proposal Checklist.....	33
IX. Priority Areas (2).....	34
X. Appendices to the Proposal	
A. Documentation and Status of Previous Phase II Awards.....	40
B. Letter of Agreement for Participation.....	42
C. Biographical Summary Certification and Résumé Pages.....	43
D. Similar or Related Awards or Proposals.....	44
E. Phase I Budget.....	45
F. Human Subjects Information.....	47
G. Department of Education Required Information.....	51
H. Letters of Endorsement – (Maximum 3 letters).....	66

**U.S. DEPARTMENT OF EDUCATION  
INSTITUTE OF EDUCATION SCIENCES  
SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM SOLICITATION  
FY 2015**

**PHASE I  
REQUEST FOR PROPOSALS RFP# ED-IES-15-R-0005**

**I. PROGRAM OVERVIEW**

**A. Introduction**

The purpose of the Small Business Innovation Research (SBIR) program is to stimulate technological innovation in the private sector, strengthen the role of small business in meeting the U.S. Department of Education's (ED or Department) research and development needs, increase the commercial potential of ED-supported research results, and improve the return on investment from Federally-funded research for economic and social benefits to the Nation. The Department invites qualified small business firms to submit a Phase I proposal under this program solicitation. This solicitation is for proposals to develop an education technology product for use by students or teachers (or other instructional personnel) in education, or an education technology product for use by infants, toddlers, or students with or at risk for disabilities, or teachers (or other instructional personnel, related services providers, or family members) in early intervention or special education. Firms with strong research or research and development (R/R&D) capabilities in education technology in the priority areas listed within are encouraged to participate. Consultative or other arrangements between such firms and universities or other non-profit organizations are permitted, but the small business must serve as the contractor.<sup>1</sup>

**B. SBIR Program Description and Award Levels**

The SBIR program consists of three phases, as described below. The current solicitation is for submitting a Phase I proposal in 2015.

Phase I – Phase I is to determine, insofar as possible, the scientific or technical merit of ideas submitted under the SBIR program. The proposal should concentrate on R/R&D that will establish the feasibility of the technological approach, a prerequisite for further ED support in Phase II. Awards are for periods up to 6-months in amounts up to \$150,000.

Phase II – Phase II is to expand on the results of and to further pursue the development of Phase I projects. Phase II is the principal R/R&D effort. It requires a more comprehensive plan that outlines the effort in detail and describes the commercial potential of the product or tool. Awards are for periods up to 2-years in amounts up to \$900,000.

Both the Phase I and Phase II award may include a reasonable profit/fee.

---

<sup>1</sup> Note: Such arrangements may be permitted as long as they do not affect the small business size, status, or eligibility of the prime awardee as provided for in Definitions – "Small Business Concern."

**Fast-Track (Phase I & II) option** – A Fast-Track proposal is a single proposal that contains both Phase I and Phase II activities. Through the Fast-Track option, the Department intends to fund meritorious proposals that have a high potential for the commercialization of technological products that contribute to improved outcomes in education. By incorporating a submission and review process in which the key activities of Phase I and Phase II are submitted and reviewed concurrently, Fast-Track has the potential to minimize any funding gap between the Phase I and Phase II periods. For more information and for instructions on how to submit a Fast-Track proposal, view the Department's [2015 Fast-Track Solicitation here](#).

**NOTE:** In order to apply for Fast-Track funding, offerors must submit *both* 1) a full Phase I proposal under this solicitation *and* 2) a Fast-Track proposal under solicitation ED-IES-15-R-0006.

### **C. Authorization**

The “Small Business Reauthorization Act of 2011” (the “Act”) was enacted on December 31, 2011. The Act requires certain agencies, including ED, to establish SBIR programs by reserving a statutory percentage of their extramural research and development budgets to be awarded to small business concerns for R/R&D through a uniform, highly competitive, three-phase process. The Act further requires the Small Business Administration (SBA) to issue policy directives for the general conduct of the SBIR programs within the Federal Government.

The most recent Small Business Innovation Research Policy Directive Notice was published in the “Federal Register” Vol. 77, No. 151 on January 8, 2014. It is also available at:

<https://www.federalregister.gov/articles/2014/01/08/2013-31374/small-business-innovation-research-program-policy-directive>

The SBIR policy directive guides the information and requirements set forth in this proposal package.

The design of the Institute’s SBIR program is in accordance with the Small Business Administration (SBA) SBIR Program Policy Directive dated October 18, 2012. The SBIR policy directive guides the information and requirements set forth in this proposal package. Please go to <http://www.sbir.gov/about/sbir-policy-directive> to read the SBIR Policy Directive issued by the Small Business Administration.

### **D. Offeror Eligibility**

Each organization submitting a proposal must qualify as a small business concern as defined by the SBA. The definition of a small business concern is included in “Definitions” (see Section II). In addition, the primary employment of the principal investigator must be with the small business firm at the time of award and during the conduct of the proposed research. That is, more than one-half of the principal investigator’s working time must be spent with the small business firm during the period of performance. Also, for both Phase I and Phase II the R/R&D work must be performed in the United States. “United States” means the 50 states, the territories and possessions of the Federal Government, the Commonwealth of Puerto Rico, the District of Columbia, the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau.

Joint ventures are permitted, provided that the business entity created qualifies as a small business in accordance with the Small Business Act, 15 U.S.C. 631.

For Phase I, the proposing firm must perform at least two-thirds of the research and/or analytic effort. Furthermore, the total of all consultant fees, facility leases or usage fees, and other subcontracts or purchase agreements may not exceed one-third of the total contract price. For Phase I, the proposing firm must perform at least two-thirds of the research and/or analytic effort. Furthermore, the total of all consultant fees, facility leases or usage fees, and other subcontracts or purchase agreements may not exceed one-half of the total contract price.

Phase I to Phase II Transition Benchmark. Section 4(a) of the SBIR Policy Directive calls for each Federal agency participating in SBIR to set a Phase I to Phase II transition rate benchmark in response to Section 5165 of the SBIR Reauthorization Act of 2011. The rate is the minimum required ratio of past Phase II/Phase I awards that an awardee firm must maintain to be eligible for a new Phase I award from a particular agency. The benchmark will apply to those Phase I applicants that have received 20 or more Phase I awards Program-wide. Small businesses can view their transition rate on [www.sbir.gov](http://www.sbir.gov) upon completion of registration. When logging in, the Phase I to Phase II transition rate will be displayed in the welcome screen. The ED SBIR benchmark uses a five-year period and counts an applicant's total number of Phase I awards over the last five fiscal years, excluding the most recently completed fiscal year; and the total number of Phase II awards over the last five fiscal years, including the most recently completed year. The ED SBIR Phase I to II Transition Benchmark as published in the Federal Register is: For all SBIR Program Phase I contract applicants that have received 20 or more Phase I awards over the 5-year period, the ratio of Phase II awards received to Phase I awards received must be at least 0.25.

ED staff will examine all SBIR proposals with the above considerations in mind. If it appears that an offeror organization does not meet the eligibility requirements, ED will request an evaluation by the SBA. Under circumstances in which eligibility is unclear, ED will not make an SBIR award until the SBA provides a determination.

#### **E. Key Dates and Award Information**

ED is required under P.L. 106-554 to participate in the SBIR program. The Government's obligation is contingent upon the availability of appropriated funds from which payments are made. ED is not bound by the estimates given in this solicitation. The number of Phase I awards shall be determined based on the number of high quality proposals that are submitted and the availability of funds. It is expected that ED will announce the Phase I awards on the [Federal Business Opportunities](http://www.federalbusinessopportunities.gov) website by approximately April 15, 2015. All offerors shall receive notification and reviewer evaluations from ED approximately two weeks after the announcement on the Federal Business Opportunities website. The project start date shall be May 1, 2015. Successful offerors have up to six months to carry out the proposed Phase I effort. ***NOTE: Prior to the posting of the awards on the Federal Business Opportunities website, offerors should not contact ED personnel with questions regarding the timing of the announcement.***

**G. Important Notices**

**Award Limits:** This Department has an award limit of \$150,000 for Phase I in 2015. The Department is under no obligation to fund any specific proposal or make any specific number of awards in a given research priority area. The Department is not responsible for any monies expended by an offeror before an award.

**H. Executive Order 13329: Manufacturing-Related Innovation**

Executive Order 13329 states that continued technological innovation is critical to a strong manufacturing sector of the United States economy. The U.S. Department of Education's SBIR Program encourages innovative manufacturing-related projects, as defined by the Executive Order.

**I. Report Fraud, Waste and Abuse**

The Office of Inspector General Hotline at the U.S. Department of Education accepts tips from all sources about potential fraud, waste, abuse, and mismanagement in Department of Education programs. The reporting individual should indicate that the fraud, waste, and/or abuse concerns an SBIR grant or contract, if relevant.

<http://www2.ed.gov/about/offices/list/oig/hotline.html>

**J. AGENCY CONTACT**

All questions must be directed in writing to Contract Specialist, Barakat Shakir. Any responses would be posted as an amendment to the solicitation on FedBizOpps. The Government cannot guarantee that questions submitted after **December 15, 2015, 2 P.M. ET**, will receive a response.

Barakat Shakir

Email: [Barakat.Shakir@ed.gov](mailto:Barakat.Shakir@ed.gov)

***NOTE: Prior to the posting of the awards on the Federal Business Opportunities website, offerors are advised to not contact ED personnel with questions regarding the timing of the announcement.***

## **II. DEFINITIONS**

The Small Business Administration (SBA) developed the following definitions relevant to the Small Business Innovation Research (SBIR) Program.

- (a) Act. The Small Business Act (15 U.S.C. 631, et seq.), as amended.
- (b) Additionally Eligible State. A State in which the total value of funding agreements awarded to SBCs (as defined in this section) under all agency SBIR Programs is less than the total value of funding agreements awarded to SBCs in a majority of other States, as determined by SBA's Administrator in biennial fiscal years and based on the most recent statistics compiled by the Administrator.
- (c) Applicant. The organizational entity that qualifies as an SBC at all pertinent times and that submits a contract proposal or a grant application for a funding agreement under the SBIR Program.
- (d) Affiliate. This term has the same meaning as set forth in 13 CFR part 121—Small Business Size Regulations, §121.103, What is affiliation? Further information about SBA's affiliation rules and a guide on affiliation is available at [www.SBIR.gov](http://www.SBIR.gov) and [www.SBA.gov/size](http://www.SBA.gov/size).
- (e) Awardee. The organizational entity receiving an SBIR Phase I, Phase II, or Phase III award.
- (f) Commercialization. The process of developing products, processes, technologies, or services and the production and delivery (whether by the originating party or others) of the products, processes, technologies, or services for sale to or use by the Federal government or commercial markets.
- (g) Cooperative Agreement. A financial assistance mechanism used when substantial Federal programmatic involvement with the awardee during performance is anticipated by the issuing agency. The Cooperative Agreement contains the responsibilities and respective obligations of the parties.
- (h) Covered Small Business Concern. A small business concern that:
  - (1) was not majority-owned by multiple venture capital operating companies (VCOCs), hedge funds, or private equity firms on the date on which it submitted an application in response to a solicitation under the SBIR program; and
  - (2) is majority-owned by multiple venture capital operating companies, hedge funds, or private equity firms on the date of the SBIR award.
- (i) Eligible State. A State: (1) where the total value of SBIR and Small Business Technology Transfer (STTR) Program awards made to recipient businesses in the State during fiscal year 1995 was less than \$5,000,000 (as reflected in SBA's database of fiscal year 1995 awards); and (2) that certifies to SBA's Administrator that it will, upon receipt of assistance, provide matching funds from non-Federal sources in an amount that is not less than 50% of the amount of assistance provided.



(j) Essentially Equivalent Work. Work that is substantially the same research, which is proposed for funding in more than one contract proposal or grant application submitted to the same Federal agency or submitted to two or more different Federal agencies for review and funding consideration; or work where a specific research objective and the research design for accomplishing the objective are the same or closely related to another proposal or award, regardless of the funding source.

(k) Extramural Budget. The sum of the total obligations for R/R&D minus amounts obligated for R/R&D activities by employees of a Federal agency in or through Government-owned, Government-operated facilities. For the Agency for International Development, the “extramural budget” must not include amounts obligated solely for general institutional support of international research centers or for grants to foreign countries. For the Department of Energy, the “extramural budget” must not include amounts obligated for atomic energy defense programs solely for weapons activities or for naval reactor programs. (Also see §7(i) of this Policy Directive for additional exemptions related to national security.)

(l) Feasibility. The practical extent to which a project can be performed successfully.

(m) Federal Agency. An executive agency as defined in 5 U.S.C. §105, and a military department as defined in 5 U.S.C. 102 (Department of the Army, Department of the Navy, Department of the Air Force), except that it does not include any agency within the Intelligence Community as defined in Executive Order 12333, §3.4(f), or its successor orders.

(n) Federal Laboratory. As defined in 15 U.S.C. §3703, means any laboratory, any federally funded research and development center, or any center established under 15 U.S.C. §§ 3705 & 3707 that is owned, leased, or otherwise used by a Federal agency and funded by the Federal Government, whether operated by the Government or by a contractor.

(o) Funding Agreement. Any contract, grant, or cooperative agreement entered into between any Federal agency and any SBC for the performance of experimental, developmental, or research work, including products or services, funded in whole or in part by the Federal Government.

(p) Funding Agreement Officer. A contracting officer, a grants officer, or a cooperative agreement officer.

(q) Grant or Contract. A financial assistance mechanism providing money, property, or both to an eligible entity to carry out an approved project or activity. A grant or contract is used whenever the Federal agency anticipates no substantial programmatic involvement with the awardee during performance.

(r) Innovation. Something new or improved, having marketable potential, including: (1) development of new technologies; (2) refinement of existing technologies; or (3) development of new applications for existing technologies.

(s) Intellectual Property. The separate and distinct types of intangible property that are referred to collectively as “intellectual property,” including but not limited to: (1) patents; (2) trademarks; (3) copyrights; (4) trade secrets; (5) SBIR technical data (as defined in this section);

(6) ideas; (7) designs; (8) know-how; (9) business; (10) technical and research methods; (11) other types of intangible business assets; and (12) all types of intangible assets either proposed or generated by an SBC as a result of its participation in the SBIR Program.

(t) Joint Venture. See 13 C.F.R. §121.103(h).

(u) Key Individual. The principal investigator/project manager and any other person named as a “key” employee in a proposal submitted in response to a program solicitation.

(v) Principal Investigator/Project Manager. The one individual designated by the applicant to provide the scientific and technical direction to a project supported by the funding agreement.

(w) Program Solicitation. A formal solicitation for proposals issued by a Federal agency that notifies the small business community of its R/R&D needs and interests in broad and selected areas, as appropriate to the agency, and requests proposals from SBCs in response to these needs and interests. Announcements in the Federal Register or the GPE are not considered an SBIR Program solicitation.

(x) Prototype. A model of something to be further developed, which includes designs, protocols, questionnaires, software, and devices.

(y) Research or Research and Development (R/R&D). Any activity that is:

(1) A systematic, intensive study directed toward greater knowledge or understanding of the subject studied;

(2) A systematic study directed specifically toward applying new knowledge to meet a recognized need; or

(3) A systematic application of knowledge toward the production of useful materials, devices, and systems or methods, including design, development, and improvement of prototypes and new processes to meet specific requirements.

(z) Small Business Concern. A concern that meets the requirements set forth in 13 C.F.R. §121.702.

(aa) Socially and Economically Disadvantaged SBC (SDB). See 13 CFR part 124, Subpart B.

(bb) Socially and Economically Disadvantaged Individual. See 13 C.F.R. §§ 124.103 & 124.104.

(cc) SBIR Participants. Business concerns that have received SBIR awards or that have submitted SBIR proposals/applications.

(dd) SBIR Technical Data. All data generated during the performance of an SBIR award.

(ee) SBIR Technical Data rights. The rights an SBIR awardee obtains in data generated during the performance of any SBIR Phase I, Phase II, or Phase III award that an awardee delivers to the Government during or upon completion of a Federally-funded project, and to which the Government receives a license.

(ff) Subcontract. Any agreement, other than one involving an employer-employee relationship,

entered into by an awardee of a funding agreement calling for supplies or services for the performance of the original funding agreement.

(gg) Technology Development Program.

- (1) the Experimental Program to Stimulate Competitive Research of the National Science Foundation as established under 42 U.S.C. 1862g;
- (2) the Defense Experimental Program to Stimulate Competitive Research of the Department of Defense;
- (3) the Experimental Program to Stimulate Competitive Research of the Department of Energy;
- (4) the Experimental Program to Stimulate Competitive Research of the Environmental Protection Agency;
- (5) the Experimental Program to Stimulate Competitive Research of the National Aeronautics and Space Administration;
- (6) the Institutional Development Award Program of the National Institutes of Health; and
- (7) the Agriculture and Food Research Initiative (AFRI).of the Department of Agriculture.

(hh) United States. Means the 50 states, the territories and possessions of the Federal Government, the Commonwealth of Puerto Rico, the District of Columbia, the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau.

(ii) Women-Owned SBC (WOSB). An SBC that is at least 51% owned by one or more women, or in the case of any publicly owned business, at least 51% of the stock is owned by women, and women control the management and daily business operations.

### III. CONTRACT PROPOSAL PREPARATION INSTRUCTIONS AND REQUIREMENTS

#### **A. Proposal Requirements**

The Department is concerned with the scientific and technical merit of all of the research it supports and the relevance of the research for improving the education system and student outcomes. Proposals to the Department under the SBIR program should present a sound scientific and technical approach to the R/R&D of an education technology product for the purpose of improving early childhood or student outcomes, or teacher or caregiver practices. The proposal must be self-contained and written with the care and thoroughness accorded to papers for publication.

Proposals submitted to the Department's SBIR program must be responsive to the Department's SBIR program priorities. The proposal should serve as the base for new commercial education technology products that may benefit the public. A firm must not propose market research, patent proposals, or litigation. Proposals for the development of proven concepts toward commercialization or for market research should not be submitted because such efforts are considered the responsibility of the private sector.

#### **B. Protection of Information in Proposals**

It is ED's policy to use information included in proposals for evaluation purposes only and to protect such information from unauthorized use or disclosure. Although this policy does not require that the proposal bear a notice, protection can be assured only to the extent that the legend specified in the "Rights in Data – SBIR Program" is applied to those data that constitute trade secrets or to other commercial or financial information that is confidential or privileged. Other information may be afforded protection to the extent permitted by law, but ED assumes no liability for use and disclosure of information to which the legend has not been appropriately applied.

#### **C. Content and Formatting Requirements**

This Phase I program solicitation is designed to reduce the investment of time and money required by small firms in preparing a proposal. *The proposal will be rejected if it does not conform to the requirements listed below.*

##### **1. What to Include, Page Limitations, and Page Numbering**

###### **a. Section III.E. Project Narrative – Key Information, Abstract, Certifications, and Legend**

This section must be no more than 3 pages in length and numbered as pages i, ii, and iii.

###### **b. Section III.F. Project Narrative – Technical Content**

This section must be no more than 15 pages in length. Pages should be numbered consecutively beginning with the first page of this section numbered as "1."

All references or citations must be included within this 15-page section. References and citations outside of the 15-page section will not be considered.

All figures, charts, graphs, tables, or screen shots (outside of what is requested in the Appendices) must be included in this 15-page section. Figures, charts, graphs, tables, or screen shots outside of the 15-page section that are not requested in the Appendices will not be considered.

**c. Section X. Appendices**

Offerors must include the required information in Section X. Appendices B, C, E, F, and G are required for all offerors. Appendices A “Prior Phase II Awards” and D “Similar Awards or Proposals” are required for offerors with previous awards that fit the criteria listed within.

**2. General Format**

To ensure that the text is easy for reviewers to read and that all offerors have the same amount of available space in which to describe their projects, offerors must adhere to the page, type size, and format specifications for the entire proposal narrative, including footnotes.

**a. Page and margin specifications**

For the purpose of proposals submitted under this solicitation, a “page” is 8.5 inches x 11 inches, with 1 inch margins at the top, bottom, and both sides.

**b. Spacing**

Single space all text in the proposal narrative, including titles, headings, footnotes, quotations, references, and captions, as well as all text in charts, tables, figures, and graphs.

**c. Type specifications (font specifications)**

Type must conform to the following requirements:

- The height of the letters must not be smaller than 12 point.
- Type density, including characters and spaces, should be no more than 15 characters per inch (cpi). For proportional spacing, the average for any representative section of text should not exceed 15 cpi.
- Type size must yield no more than 6 lines of type within a vertical inch.
- Standard black type must be used for text to permit photocopying.
- Offerors must check the type size using a standard device for measuring type size, rather than relying on the font selected for a particular word processing/printer combination.

**D. Phase I Proposal Guidance**

To avoid any misunderstanding, offerors should be aware that proposals not satisfying all the required instructions will not be reviewed. Proposals may not be resubmitted with or without revision under this program solicitation.

**1. Contractor Registration on SAM**

Before ED can award a contract to a successful offeror under this solicitation, the offeror must be registered in the System for Award Management (SAM) database. The SAM website allows Federal Government contractors or firms interested in conducting business with the Federal Government to provide basic information on business capabilities and financial information. The Online Representations and Certifications (ORCA) site located at <http://orca.bpn.gov> has been relocated to SAM. Offerors are required to register and input their Representations and Certifications in <https://www.sam.gov/>. Please contact the SAM site directly for technical support. ED does not provide technical support for SAM. Offerors that do not have a current registration in SAM.gov at the time of award will be excluded from the competition.

- To register in SAM, go to <http://www.sam.gov>.

## 2. Contractor Certifications

In addition to registering in SAM and the SBA Company Registry, offerors must complete the certifications contained in Appendix G of this document. Offers submitted without completed Appendix G certifications are not eligible for award. Offerors shall submit one copy of the completed certifications with the proposal. This should be a separate document from the proposal and will not be counted as part of the page limit for Section III. F. Project Narrative – Technical Content.

## 3. SBA Company Registry

All offerors to the SBIR program are required to register at the SBA Company Registry (<http://sbir.gov/registration>) prior to application submission and attach proof of registration. Completed registrations will receive a unique SBC Control ID and .pdf file. If offerors have previously registered, you are still required to attach proof of registration. The SBA Company Registry recommends verification with SAM, but a SAM account is not required to complete the registration. In order to be verified with SAM, your email address must match one of the contacts in SAM. If you are unsure what is listed in SAM for your company, you may verify the information on the SAM site. Confirmation of your company's DUNS is necessary to verify your email address in SAM. Follow these steps listed below to register and attach proof of registration to your application.

- a. Navigate to the SBA Company Registry (<http://sbir.gov/registration>).
- b. If you are a previous SBIR awardee from any agency, search for your small business by Company Name, EIN/Tax ID, DUNS, or Existing SBIR Contract/Grant Number in the search fields provided. Identify your company and click "Proceed to Registration".
- c. If you are a first time applicant, click the New to the SBIR Program ([http://sbir.gov/firm\\_user\\_register](http://sbir.gov/firm_user_register)) link on lower right of registry screen.
- d. Fill out the required information on the "Basic Information" and "Eligibility Statement" screens.
- e. Press "Complete Registration" on the lower right of the "Eligibility Statement" screen and follow all instructions.
- f. Download and save your SBA registry PDF locally. The name will be in the format of SBC\_123456789.pdf, where SBC\_123456789 (9 digit number) is your firm's SBC Control ID.
- g. A copy of the completed SBA Company Registration for your organization must be submitted as part of your Phase I Budget.

## **E. Project Narrative – Key Information, Priorities, Abstract, Certifications, Statements and Legend**

*All of the "E. Project Narrative" components (1 through 6) must be included within pages i, ii, and iii of the Phase I proposal. No other cover pages are permitted to precede page i.*

### 1. Key Information for the Phase I Proposal

- A) Solicitation Number: **ED-IES-15-R-0005**
- B) Small Business name:
- C) Project Title:
- D) Small Business Address and Phone:

- E) Small Business Website:
- F) Small Business DUNS Number:
- G) North American Industry Classification System Code (NAICS):
- H) Typed name, signature, title, contact information (address, phone, and email) and date of signature for the Principal Investigator:
- I) Typed name, signature, title, contact information and date of signature for a representative authorized to represent the small business concern in negotiations:
- J) List the names and professional affiliations for each key member:
  - ☐
  - ☐
  - ☐
  - ☐

## 2. Priorities

Select one (not both) priority area. See Section IX. for additional information on the Priority Areas.

☐ **PRIORITY 1: Education Technology Products Used by Students or Teachers (or Other Instructional Personnel) in Authentic Education Settings**

☐ **PRIORITY 2: Education Technology Products Used by Infants, Toddlers, or Students With or At Risk for Disabilities, or Teachers (or other Instructional Personnel, Related Services Providers, or Family Members) in Authentic Early Intervention or Special Education Settings**

## 3. Abstract

The offeror must provide an abstract with the following two components. *Nothing in this section should be proprietary or confidential.*

- Technical abstract limited to 200 words.
- A summary of the commercial potential of the product or tool if development were completed as described above limited to 100 words.

## 4. Certifications

The offeror must respond to the following certifications required by the Small Business Administration.

- **Small Business Certification –**

Does the offeror certify that it is a small business concern and meets the definition as stated in the program solicitation or that it will meet that definition at the time of award?

☐ Yes      ☐ No

- **Majority Owned Certification**

Is the offeror majority-owned by one or more venture capital operating companies (VCOs), hedge funds, or private equity firms?

☐ Yes      ☐ No

*ED SBIR does not accept proposals from Small Business Concerns that are owned in majority part by multiple venture capital operating companies, hedge funds, or private equity firms.*

The next four (4) items are for statistical purposes only.

- **Socially and Economically Disadvantaged SBC Certification –**

Does the offeror qualify as a socially and economically disadvantaged SBC and meet the definition as stated in this program solicitation?

☐ Yes ☐ No

- **Woman-owned SBC Certification –**

Does the offeror qualify as a woman-owned SBC and meet the definition as stated in this program solicitation?

☐ Yes ☐ No

- **HUBZone-owned SBC Certification –**

Does the offeror qualify as a HUBZone-owned SBC and meet the definition as stated in this solicitation?

☐ Yes ☐ No

*The website listed below contains information about the SBA's HUBZone program:*

<http://www.sba.gov/hubzone/>

- **Service Disabled Veteran Owned Small Business Certification –**

Does the offeror qualify as a Service Disabled Veteran Owned Small Business?

☐ Yes ☐ No

- **Manufacturing-Related Project Certification –**

If R/R&D from an eventual Phase II award leads to a completed product or tool, is it possible that this product or tool will be manufactured (e.g. production) on a wide scale basis?

☐ Yes ☐ No

*In cases where there is a tie in the award selection process, ED will give priority to projects that are manufacturing-related. This "tie-breaker" specification allows the ED program to apply an additional preference without compromising the quality standards or established criteria of the program.*

## 5. Statements

The offeror must respond to the following statements required by the Small Business Administration.

- **Duplicate Research Statement –**

The offeror and/or principal investigator (**choose one:** "has" or "has not") submitted proposals/proposals for essentially equivalent work under other Federal program solicitations (**choose one:** "has" or "has not") received other Federal awards for essentially equivalent work? (Identify proposals and/or awards in "Appendix C. Similar or Related Awards or Proposals.")

- **Disclosure Permission Statement –**

Will the offeror permit the Government to disclose the title and technical abstract page of the proposed project, plus the name, address, and telephone number of the corporate



official of the offeror's firm, if the proposal does not result in an award, to concerns that may be interested in contacting you for further information?

☐ Yes

☐ No

#### **6. Legend for Proprietary Information**

Information contained in unsuccessful proposals will remain the property of the offeror. The Government may, however, retain copies of all proposals. Public release of information in any proposal submitted will be subject to existing statutory and regulatory requirements.

If proprietary information provided by an offeror in a proposal constitutes a trade secret, proprietary commercial or financial information, confidential personal information, or data affecting national security, it will be treated in confidence to the extent permitted by law. This information must be clearly marked by the offeror with the term "confidential proprietary information" and the following legend must appear in this section of the proposal:

"These data shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than evaluation of this proposal. If a contract is awarded to this offeror as a result of (or in connection with) the submission of these data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract and pursuant to applicable law. This restriction does not limit the Government's right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction are contained in pages (insert page number here) of this proposal."

The use of any other legend is unacceptable to the Government and may constitute grounds for removing the proposal from further consideration without assuming any liability for inadvertent disclosure. The Government will limit dissemination of such information to/within official channels.

**F. Project Narrative – Technical Content**

*Note: The project narrative constitutes the main body of the Phase I proposal for Priority 1 and Priority 2 proposals. The project narrative must be titled "Project Narrative – Technical Content" and shall begin on page "1" and proceed to page "15". (After page 15, offerors may continue numbering pages to the end of their proposal.)*

**1. Significance****a. Problem**

Describe the education problem (including its scope) that the proposed product is intended to address and justify the importance of investing in R/R&D to solve this problem.

**b. The product, its implementation, and the intended outcomes**

Describe the product that would be fully developed, after the Phase I *and Phase II* projects are completed.

In this description:

- Specify the intended user of this product (e.g., middle school social studies students, high school chemistry teachers, parents of preschool children with autism).
- Describe the critical components of this product and any additional materials required to support implementation (e.g., student or teacher handbooks).
- Specify the platform on which this product will operate (e.g., desktop, tablet, or smart phone). Specify whether this product will stand-alone or whether it will function by integrating with an existing technological system. Describe how this product will function once completed.
- Describe how this product would be implemented in the intended authentic education setting (e.g., classroom, guidance counselor office, after school program) or authentic early intervention or special education setting (e.g., special education classroom, supplemental education service, home setting for students with or at risk or disabilities). For example, would this product replace, supplement, or be integrated within existing practice as an intervention? Would the product alter typical instructional approaches?
- Describe the expected level of resources (e.g., time, funds, schedules, equipment) needed to implement and use the product. Discuss why this product's implementation will be feasible for users given their resource constraints.
- Specify the intended outcomes that are expected to result from the product's use (e.g., improving student vocabulary or understanding of the causes of the Civil War, teacher instruction or reducing student problem behavior, teacher time spent on administrative tasks).

**c. The theory of change, and theoretical and empirical support**

Describe your underlying arguments for how this product will lead to its intended outcomes. Include the sequence of steps through which the product will lead to both proximal (e.g., near-term) and distal (e.g., longer-term) outcomes. Provide theoretical and empirical evidence in support of the product's intended operation, e.g., answer such questions as how is the product grounded and supported by theory and what data from past studies show that this product, or its components, can be expected to produce the intended outcomes.

Explain the theoretical and empirical basis for the product in sufficient detail so that reviewers will understand the reasoning behind this product. It is often helpful to include a diagram that shows how the product will lead to improvements in student or teacher performance. This diagram should distinguish between proximal and distal education outcomes. For instance, a product designed to help students learn statistics may begin by teaching students how to calculate the batting average of a baseball player, as a foundation for more complex statistical analyses predicting future batting average based on past performance. In turn, the perceived relevance of the material may lead students to devote more time to studying the subject, which in turn may lead to improved test scores in statistics. This logical sequence is referred to as a Theory of Change.

For products designed to directly affect the teaching and learning environment and, thereby, indirectly affect student outcomes, offerors should clearly specify in the theory of change the proximal outcomes that this product is designed to affect (e.g., teacher practices) and how the proximal outcomes are intended to impact distal student outcomes.

#### **d. Related R/R&D by the project team**

Describe whether the proposal is for the development of a new product, for the further development of an existing prototype, or the development of an addition to an existing product.

Describe previous R/R&D conducted by the project team that is directly related to the proposed product. Describe how this previous R/R&D guides and provides a foundation for the proposed effort.

- For proposals to add new and unique components to an existing product, the offeror (1) must justify the need for the additional components, (2) must detail prior research on the existing product, including usability, feasibility, fidelity of implementation, and evidence that the product in its current form shows promise for improving outcomes, and (3) may include results from concept testing where users (e.g., students, teachers, service providers) provide feedback after viewing mock-ups detailing the proposed product with the new component and its intended implementation.
- For proposals to fully develop a product on the basis of a prototype that already exists, the offeror (1) must detail prior research on the prototype's usability and initial feasibility when used by students or teachers and (2) may include results from concept testing where users (e.g., students, teachers, service providers) provide feedback after viewing mock-ups detailing the proposed product and its intended implementation.
- For proposals where no previous development work has occurred, the offeror may include results from concept testing where users (e.g., students, teachers, service providers) provide feedback after viewing mock-ups detailing the proposed product and its intended implementation.

**Key Terms**

**Authentic Education Settings:** The environment where the education technology product is being delivered. The authentic education setting varies by the intended user population. Refer to section IX. Priority Areas, for specifications in regular and special education.

**Usability:** The extent to which the product (or prototype) functions as intended, and the extent to which the intended user understands or can learn to use the product (or prototype) effectively and efficiently, and is physically able to use the product (or prototype).

**Feasibility:** The extent to which the product can be implemented within the requirements and constraints of an authentic education setting.

**Initial Feasibility:** After using a prototype, the extent to which the user believes the full product concept could be implemented within the requirements and constraints of an authentic education setting, and the extent to which a user believes the product could have potential for improving user outcomes.

**Fidelity of Implementation:** The extent to which the product is being delivered as it was designed to be by end users in an authentic education setting.

**Promise of Outcomes:** The extent to which the pilot research shows improvement in student academic achievement or other outcomes of interest.

**e. Similar products or typical practices**

Describe similar products or current typical practices in the proposed area. Summarize the relevant research that is available on these products or practices. Describe why the proposed product will be sufficiently different from and better than current products or practices. In doing so, describe shortcomings of the current products or practices and why the proposed product will not suffer from the same shortcomings.

**f. Potential commercial application**

After the product is fully developed through Phase I and II R/R&D, describe how it will be commercialized in the private sector marketplace. This description should include examples of how the product will be disseminated to potential end-users and revenue strategies to sustain the product over time.

**NOTE:** In [Appendix H](#), offerors may include up to three (3) letters to endorse the significance of the product and the plans for its commercialization in the private market. See [Appendix H](#) for further information.

**2. Phase I Technical Objectives****a. Phase I R/R&D objectives**

State the specific objectives of the Phase I R/R&D effort. Clearly identify each of the critical components of the prototype that will be developed in Phase I and what work will be completed in order to have a fully functioning prototype. The Phase I R/R&D objectives should include activities to test the usability of the prototype and the initial feasibility of the product concept with the intended end-user.

**b. Project timeline**

Explain how the proposed objectives will be accomplished within six months. A timeline should be included.

### 3. Phase I Work Plan

Offerors should provide a detailed plan of the technological R/R&D activities that will occur in Phase I, including what will be done, where it will be done, and how it will be carried out. The Phase I R/R&D plan should address the objectives detailed in Section III.F.2. (Phase I Technical Objectives). Offerors should make clear how the work plan addresses each of the objectives.

#### a. Development of the prototype

As part of the plan, offerors should describe the R/R&D procedures through which a prototype will be developed and fully functioning. Offerors should describe the procedures that will be used to test and refine the prototype, and for concept testing where users (e.g., students, teachers, service providers) provide feedback after viewing mock-ups detailing the plans for the full product and its intended implementation. For Phase I research, offerors should describe how and when data will be collected, the characteristics of the sample users participating in the research (e.g., students, teachers), and the procedures for analyzing data and drawing conclusions from it.

#### b. Research on the usability of the prototype and the initial feasibility of the product concept

At the end of the Phase I period, offerors should describe the research processes that will be used to demonstrate the usability (or functioning) of the prototype when it is used by the anticipated end user (e.g., student, teacher, guidance counselor, speech therapist). Offerors must also describe research to assess initial feasibility after the prototype is used and the end users are presented the plans or mock-ups for the full product.

Such research might involve conducting a small pilot test of the prototype being used in a classroom to determine the extent to which the intended user understands or can learn to use the prototype effectively and efficiently and is physically able to use the prototype (usability), and believes this product could be successfully implemented after completion after using the prototype and seeing plans and mock-ups for the for the intended full product concept (initial feasibility).

Offerors might include a think-aloud study in which a small sample of intended end-users provides feedback on what they are thinking as they use the prototype and as they see additional plans for the fully developed product. Such studies can help developers, for example, identify instructions that are not clear, determine if users will click on links to obtain additional information, detect trouble spots that users have difficulty navigating, or determine if the full product concept is missing a necessary component that was not originally planned.

To describe the usability and initial feasibility research, offerors should include the following details:

*Research questions.* Offerors should pose clear, concise research questions. For example:

*For Usability:* Does the prototype function as intended? Are users able to follow the instructions for using the prototype?

*For Initial Feasibility:* After testing the prototype and seeing plans or mock-ups for the full development of the product, are users engaged by the prototype and the

description of the full product? Do users believe the product could be successfully implemented and that the product could have potential for improving user outcomes?

*Sample.* Phase I Pilot studies should include a small sample of individuals who are similar to the intended user population. Describe the population (e.g., students, instructors) and the setting (e.g., laboratory, school, child-care facility) that will be used in the R/R&D activities to develop the prototype and to assess the usability and initial feasibility of the prototype.

**NOTE:** Offerors must include one letter of agreement from an authentic education setting for participation in research should the proposal be awarded. This letter should be no longer than one (1) page, and is to be included in Appendix B.

*Measures.* Describe the instruments that will be used to measure usability and initial feasibility and where appropriate, include information on reliability and validity of these instruments.

*Procedures.* Describe when and how data will be collected to determine the usability and initial feasibility. Include a clear and detailed description of the data analysis procedures, including the hypotheses to be tested and the outcome measures to be used. For quantitative data, specific statistical procedures must be described. For qualitative data, the specific methods used to index, summarize, and interpret data must be delineated.

In concluding this section, offerors should discuss how the Phase I R/R&D will provide a foundation for the Phase II R/R&D effort.

### **c. Potential Problems**

Describe any potential problem areas that are anticipated in Phase I and provide alternative strategies that would be considered in such circumstances.

## **4. Project Team – Biographical Summary of Each Key Project Team Member**

Within this section in the 15-page narrative, offerors must list and provide a short biographical summary for each member of the project team, including consultants.

In the summary provided for the principal investigator, describe educational qualifications and experience that are most relevant to the proposed project. Describe why this individual is capable of managing the proposed project.

In the summary of the qualifications of each of the remaining key personnel, describe the role of each individual in the project and their relevant experience. Demonstrate that the time commitment of key personnel is large enough to complete the work.

The project team should have expertise in the design and development of education technology products, education theory and practice, education (or special education) research, research methods for the development and research of education technology (including experience performing research in education settings), and in the commercialization of education or technology-related products. In addition, ED strongly encourages offerors interested in applying to this program to assemble research teams that have expertise in, instruction and the targeted content domain (e.g., history, early intervention, child development).

**NOTE: While biographical summaries must be included within the 15-pages, Appendix D must also include two certifications and a 1-page resumé for each of the key personnel listed above in 4. Project Team.**

#### **5. Resources**

The conduct of advanced R/R&D may require the use of sophisticated instrumentation or computer facilities. The offeror must describe the adequacy of available support, including facilities, equipment, supplies, and other resources, from the proposing firm and from sub-contractors to carry out necessary Phase I R/R&D.

#### **6. Cost Breakdown/Proposed Budget**

Offerors must provide Phase I budget information in Appendix E. The budget cannot exceed the maximum dollar amount of \$150,000. Proposals with budgets exceeding \$150,000 will be rejected prior to review. See Appendix E for formatting requirements. *This budget information is not counted toward the 15-page limit of the project narrative.*

#### **7. Human Subjects**

Offerors should include information on human subjects (if applicable) in Appendix F. See Appendix F for information. *This human subjects information is not counted toward the 15-page limit of the project narrative.*

#### **8. Similar or Closely Related Awards or Proposals**

Offerors should include information on Similar or Closely Related Awards or Proposals (if applicable) in Appendix D. See Appendix D for information. *This proposal information is not counted toward the 15-page limit of the project narrative.*

#### **WARNING**

Although with prior notification it is permissible to submit identical or essentially equivalent proposals for consideration under numerous Federal program solicitations, it is unlawful to enter into contracts requiring essentially equivalent effort. If there is any question concerning this, it must be disclosed to the soliciting agency or agencies before award.

#### **9. Documentation and Status of Prior SBIR Phase II Awards**

Offerors are required to include information on Documentation and Status of Prior Phase II Awards (if applicable) in Appendix A. See Appendix A for information. *This proposal information is not counted toward the 15-page limit of the project narrative.*

#### **Note:**

All references or citations must be included within the 15-page Project Narrative section. References and citations outside of the 15-page section will not be considered.

#### **IV. METHOD OF SELECTION AND EVALUATION CRITERIA**

##### **A. Introduction**

The goal of ED-supported R/R&D through the SBIR program is to contribute to the solution of education problems through the development of commercially viable products, and to provide reliable information about the promise of products for improving learning or instruction. Reviewers will assess several aspects of the proposal in order to judge the likelihood that the proposed R/R&D will meet this goal. In the evaluation and handling of proposals, ED will make every effort to protect the confidentiality of the proposal and any reviews of the proposal.

All Phase I proposals will potentially go through three stages of review: (1) Pre-review screening, (2) Triage evaluation, and (3) Full technical review.

##### **1) Pre-Review Screening**

All Phase I proposals will proceed through a pre-review screening to determine responsiveness to the specific requirements of the solicitation. If the answer to any of the following questions is "NO," the proposal will not be reviewed or receive further consideration.

- Does the proposal contain all of the information required under "III.E. Project Narrative-Key Information, Priorities, Abstract, Certifications, Statements, and Legend"?
- Is the project narrative of the proposal 15-pages or less in length, excluding the cover pages (pages i, ii, & iii) and the Appendices?
- In Appendix C, is there a certification page and a 1-page résumé for each individual listed on the project personnel team, signed by the proposed employee and by someone with the authority to bind the company?
- In Appendix E, is there a Phase I narrative budget justification and budget spreadsheet?

Any deviations from the proposal instructions will lead to a proposal being rejected without further review.

##### **2) Triage Evaluation Round**

The purpose of the Triage Evaluation Round is to determine whether a proposal is recommended for review by a full panel. The Phase I Triage will include two reviewers per proposal, including research scientists and education technology experts from the agency or other federal agencies. The Triage Evaluation Round process is as follows:

- Reviewers will independently review each proposal based on the evaluation criteria listed below under IV.B.
- Each reviewer will provide a recommendation for each proposal to either (a) "advance for further review" or (b) "not advance for further review."
- If one of the two reviewers provides an "advance for further review" recommendation, a proposal will advance to the Technical Evaluation Review Panel Round.
- If both reviewers provide a "not advance for further review" recommendation, a proposal will not advance to the Technical Evaluation Review Panel Round.
- Proposals that do "not advance for further review" will receive a written evaluation explaining the major strengths and weaknesses of the proposal.
- Proposals that are recommended to "advance for further review" will receive a written evaluation from the Technical Evaluation Review Panel below under IV.A.3.



**3) Technical Evaluation Review Panel Round**

The purpose of the Technical Evaluation Review Panel Round is to technically evaluate proposals to determine the most promising approaches. Phase I Technical Evaluation Review Panels will consist of three reviewers from the agency or other Federal agencies, including research scientists and education technology experts. The Technical Evaluation Review Panel Round process is as follows:

- Reviewers will review proposals and complete written evaluations by identifying strengths and weaknesses for each of the evaluation criteria (listed below under IV.B).
- Reviewers will assign scores based on these evaluation criteria, with the maximum number of points for each criteria listed in parentheses.
- Scores on each of the three criteria will be summed (for a maximum of 100 points).
- Proposals from all of the Phase I Technical Evaluation Review Panels will be ranked in order from highest average score out of 100 to lowest average score, with the top scores recommended for funding based on the availability of funds.
- Staff from ED's Contracts and Acquisition Management office will evaluate business-related aspects of proposals. The final award decision is made by the Contracting Officer.

**B. Evaluation Criteria**

Each Phase I proposal will be evaluated according to its (1) Significance, (2) Phase I R&D Plan, and (3) Project Team, Company/Resources, and Budget. Details are described in the sections below.

**1. Significance (40 points)**

- Did the offeror justify the importance of solving the education problem that the product will address? Is compelling evidence provided to support the claim that the proposed product is likely to contribute to solving this problem?
- Did the offeror clearly describe the product – its critical components and any additional materials required to support its implementation – to be developed as a result of the Phase I and Phase II R&D? Did the offeror clearly identify the intended user of the proposed product? Did the offeror clearly describe how the product is intended to function, its operating system and how it will be integrated with other systems, how it would be implemented in an authentic education setting or an authentic early intervention or special education setting, and whether there will be resources for such implementation? Is there a clear description of the intended outcomes from using the product?
- Is the theory of change logical and plausible? Do the theoretical and empirical foundations for the project suggest that the product is likely to produce the intended outcomes?
- Does the prior R/R&D by the project team that directly relates to this proposal provide a foundation for the proposed product?
- Did the offeror adequately detail the similar products or practices in the proposed area, and relevant research on these products or practices? Would the proposed product be an improvement on similar products or current practices?
- Does the proposed technology have a high degree of potential to lead to a commercially viable and widely disseminated and utilized product?

- Do the letters of endorsement support the significance and potential commercial application of the product?

## **2. Phase I R/R&D Objectives and Work Plan (30 points)**

- Does the offeror describe the prototype to be developed in Phase I?
- Does the Phase I Work Plan specify clear, appropriate, well-integrated, and complete plans for the development and refinement of the prototype in Phase I, and for concept testing where users (e.g., students, teachers, service providers) provide feedback after viewing mock-ups detailing the plans for the full product and its intended implementation?
- Is the Phase I research design appropriate for demonstrating the usability of the prototype and the initial feasibility of the product concept by the end of Phase I?
- Has the offeror provided one letter of agreement from an authentic education setting or an authentic early intervention or special education setting to participate in Phase I research?

## **3. Project Team, Company/Resources, and Budget (30 points)**

- Does the principal investigator have the appropriate experience and training to oversee and manage the proposed project?
- Does the research team bring qualified expertise in all of the following areas: technological R/R&D; education (or special education if applicable) theory, practice, and research methods for the development and research of the proposed product; and commercialization of education or technology-related products?
- Is there adequate support, including facilities, equipment, supplies, and other resources, from the proposing firm and from sub-contractors?
- Is the narrative budget justification for Phase I appropriate for the project and in line with the budget line-items? Is the Phase I budget adequate to support the proposed project? Or, is the scope of the project beyond the scope of the funding to be provided?
- In addition to all of the above criteria, the evaluation weighs the record of R&D, research results, peer-reviewed publications resulting from the research, and commercialization of past SBIR-funded products by the firm and the Principal Investigator (if applicable). This record includes relevant details provided in whole of the proposal and in particular in Appendix A.

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

## **V. CONSIDERATIONS**

### **A. Phase I Reports**

For Phase I, interim progress reports are required and will be due at the end of month one (1) and three (3). A final report is required and will be due at the end of month six (6). The contractor shall email each report to the Contracting Officer's Representative (COR) and to the Contract Specialist (CS).

The interim reports shall include a brief description of the technological R/R&D carried out up to the end of months one (1) and three (3), the plans for feasibility testing, an update on any obstacles encountered during the period, and an update on potential commercial applications which will result from the Phase I R/R&D. This project summary is to be submitted without restriction on publication and may be published by ED.

The Phase I final report shall include a one (1) page project summary as the first page. The report shall identify the purpose of the R/R&D, include descriptions of the prototype that was developed, the R/R&D process, the findings or results from the feasibility testing, an update on any obstacles encountered during the period, and of the potential commercial applications which would result from the Phase I R/R&D. This project summary is to be submitted without restriction on publication and may be published by ED.

The Phase I final report shall also include a video demonstration to highlight the main features and components of the prototype developed in Phase I. Specific instructions on the format for the video and for submitting the video will be provided to the contractor by the Contracting Officer's Representative along with the request for the final report approximately one month prior to the end of Phase I.

All reports shall carry the following acknowledgment statement on the cover page:

"This material is based upon work supported by the U.S. Department of Education under purchase order number (insert contract number here). Any opinions, findings, conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views or policies of the Department of Education."

### **Required Certification to Submit Prior to Award**

Submission of this certification is required prior to contract award:

*The contractor certifies that:*

- (1) the principal investigator and the small business firm have not accepted funding for the same or overlapping work except as stated in the underlying proposal;*
- (2) all proposals describing the same or overlapping work have been withdrawn from other agencies;*
- (3) the primary employment of the principal investigator is with this firm at the time of the award and will continue during the conduct of the research;*
- (4) the awardee is a small business as defined in the SBIR Solicitation under which the awardee submitted its proposal, and the principal investigator is an employee of the firm and is currently available to perform the proposed work; and*

*(5) the undersigned understands that willfully making a false statement to or concealing a material fact from ED is a criminal offense (U.S. Code, title 18, Section 1001).*

Authorized Company Officer:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Principal Investigator:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Required Certification to Submit with Interim and Final Reports**

Submission of this certification is required with the all interim reports and the final report:

- *I certify that the Principal Investigator currently is\_\_\_\_, is not\_\_\_\_ “primarily employed” by the firm as defined in the SBIR solicitation.*
- *I certify that the work under this project has\_\_\_\_, has not\_\_\_\_, been submitted for funding to another Federal agency and that it has\_\_\_\_, has not\_\_\_\_ been funded under any other Federal grant, contract, or subcontract.*
- *I certify that to the best of my knowledge the work for which payment is hereby requested was performed in accordance with the award terms and conditions and that payment is due and has not been previously requested.*
- *I certify that to the best of my knowledge, (1) the statements herein (excluding scientific hypotheses and scientific opinions) are true and complete; and (2) the text and graphics in this report as well as any accompanying publications or other documents, unless otherwise indicated, are the original work of the signatories or individuals working under their supervision.*
- *I understand that the willful provision of false information or concealing a material fact in this report or any other communication submitted to ED is a criminal offense (U.S. Code, title 18, Section 1001).*

Authorized Company Officer:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Principal Investigator:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**B. Payment Schedule**

Payments will be made in accordance with the payment schedule negotiated and agreed to by the Contracting Officer. The offeror shall include his or her cash flow requirements as part of the budget for Phase I. Once invoices are received, the Department intends to pay on the 15th day after the designated billing office receives a proper invoice from the contractor or the 15th day after ED accepts goods or supplies performed by the contractor, whichever is later. Contractors shall be paid upon completion of the final project summary report, normally 6 months after project start. The invoice shall accompany the final summary report.

Contractors shall receive three (3) payments during the Phase I contract performance period. Each invoice shall be accompanied by an interim or final progress report. 33% of the Phase I contract price is reserved for the initial payment and 33% is reserved for payment after acceptance of the final report. 33% of the contract price is reserved for interim report.

**C. Innovations, Inventions and Patents****1. Rights in Data Developed Under SBIR Funding Agreements**

To preserve the SBIR data rights of the awardee, the Legend (or statements) used in the SBIR Data Rights clause included in the SBIR award must be affixed to any submissions of technical data developed under that SBIR award. If no Data Rights clause is included in the SBIR award, the following legend, at a minimum, should be affixed to any data submissions under that award.

**LEGEND**

SBIR Rights Notice (Dec 2007)

These SBIR data are furnished with SBIR rights under Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate). For a period of 4 years, unless extended in accordance with FAR [27.409](#) (h), after acceptance of all items to be delivered under this contract, the Government will use these data for Government purposes only, and they shall not be disclosed outside the Government (including disclosure for procurement purposes) during such period without permission of the Contractor, except that, subject to the foregoing use and disclosure prohibitions, these data may be disclosed for use by support Contractors. After the protection period, the Government has a paid-up license to use, and to authorize others to use on its behalf, these data for Government purposes, but is relieved of all disclosure prohibitions and assumes no liability for unauthorized use of these data by third parties. This notice shall be affixed to any reproductions of these data, in whole or in part.

**2. Copyrights**

With prior written permission of the Contracting Officer, the awardee normally may copyright and publish material (consistent with appropriate national security considerations, if any) developed with ED support. The U.S. Department of Education receives a royalty-free license for the Federal Government and requires that each publication contain an appropriate acknowledgment and disclaimer statement.

**3. Patents**

Small business firms normally may retain the principal worldwide patent rights to any invention developed with Government support. The Government receives a royalty-free license for Federal Government use, reserves the right to require the patent holder to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must normally manufacture it domestically. To the extent authorized by 35 U.S.C. 205, the Government will not make public any information disclosing a Government-supported invention for a 4-year period (that may be extended by subsequent SBIR contracts) to allow the awardee a reasonable time to pursue a patent.

**4. Invention Reporting**

SBIR awardees must report inventions to the awarding agency within 2 months of the inventor's report to the awardee. The reporting of inventions may be accomplished by submitting paper documentation, including fax.

**D. Subcontracting Limits – Research and Analytical Work**

For Phase I, at least two-thirds of the research and/or analytic effort must be performed by the proposing small business concern unless otherwise approved in writing by the contract officer after consultation with the Contracting Officer (CO) and the SBIR program manager.

**E. Awardee Commitments**

Upon award, the contractor will be required to make certain legal commitments through acceptance of numerous clauses in the procurement.

The outline that follows is illustrative of the types of clauses that will be included in the contract. This is not a complete list, nor does it contain the specific wording of these clauses. ED will make awards as described in CFR Title 48-Federal Acquisition Regulations. The resultant agreement will contain legally binding clauses. Copies of complete general clauses will be made available prior to award. A complete set of these requirements is available now upon request.

**1. Standards of Work**

Work performed under the contract must conform to high professional standards.

**2. Contract Type**

This will be a Firm Fixed-Price contract. The Contractor is obligated to complete all work successfully on time in order to get paid. The value of this contract will not vary with the cost experience of the contractor.

**3. Inspection**

Work performed under the contract is subject to Government inspection and evaluation at all reasonable times.

**4. Examination of Records**

The Comptroller General (or a duly authorized representative) shall have the right to examine any directly pertinent records of the contractor involving transactions related to this contract.

**5. Default**

The Government may terminate the agreement if the contractor fails to perform the work contracted.

**6. Termination for Convenience**

The agreement may be terminated at any time by the Government if it deems termination to be in its best interest, in which case the contractor will be compensated for work performed and for reasonable termination costs.

**7. Disputes**

Any dispute concerning the contract that cannot be resolved by agreement shall be decided by the Contracting Officer with right of appeal.

**8. Contract Work Hours**

The contractor may not require an employee to work more than eight (8) hours a day or forty (40) hours a week unless the employee is compensated accordingly (that is, receives overtime pay).

**9. Equal Opportunity**

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin; or because he or she is a disabled veteran or a veteran of the Vietnam era; or because he or she is physically or mentally handicapped.

**10. Officials Not to Benefit**

No Government official shall benefit personally from the agreement.

**11. Covenant Against Contingent Fees**

No person or agency has been employed to solicit or secure the agreement upon an understanding for compensation except bonafide employees or commercial agencies maintained by the contractor for the purpose of securing business.

**12. Gratuities**

The agreement may be terminated by the Government if any gratuities have been offered to any representative of the Government to secure the agreement.

**13. Patent Infringement**

The contractor shall report each notice or claim of patent infringement based on the performance of the agreement.

**14. American Made Equipment and Products**

When purchasing equipment or a product under the SBIR contract, purchase only American-made items whenever possible.

**15. Publicity**

Any publications resulting from this contract will need a disclaimer noting that the project was funded by the U.S. Department of Education and that publication does not necessarily reflect the views or policies of the U.S. Department of Education.

**16. Background Investigation Requirement**

Any contractor/subcontractor staff or consultants who will work on the contract for thirty (30) days or more (in total) and who will have access to sensitive data (for example, but not limited to, data protected by the Privacy Act or FERPA) must undergo a government background investigation. This investigation will include, among other things, a credit check and criminal background check. The cost of performing the investigation is born by the Government; however, the Contractor will be responsible for the costs of fingerprinting any proposed staff that need an investigation. The cost of fingerprinting may be included in your proposed budget. Offerors should check with their local policy agency to determine the cost of fingerprinting (two fingerprint sets are required per person).

**17. Research Activities Involving Human Subjects**

Research activities involving human subjects must be in compliance with the regulations issued by the U.S. Department of Education to safeguard the rights and welfare of human research subjects. The human subjects contracts clause can be found at <http://www.ed.gov/policy/fund/reg/clibrary/humansub.html>

**F. Joint Ventures or Limited Partnerships**

Joint ventures and limited partnerships are permitted, provided that the entity created qualifies as a small business concern as defined in this program solicitation.

**G. Cost-Sharing**

Cost-sharing is permitted for proposals under this program solicitation; however, cost-sharing is not required. Cost-sharing will not be an evaluation factor in consideration of your proposal.

**H. Profit/Fee**

Contracts may include a reasonable fee or profit on SBIR contracts, consistent with normal profit margins provided to profit-making firms for R/R&D work.

**I. Standard Terms and Conditions**

Upon acceptance of an award, the Contractor must comply with the terms and conditions contained or referenced in the Notice of Award document. These terms and conditions, constituting legal requirements, are imposed on an awardee by statute, regulations, administrative policy, or the award document itself.

**J. Additional Information**

- This program solicitation is intended for informational purposes and reflects current planning. If there is an inconsistency between the information contained herein and the terms of any resulting SBIR contract, then the terms of the contract are controlling.
- In the interests of those with special needs, the Offeror is encouraged to develop products that also include alternate formats (e.g., closed- or open-captioning for films and/or videotapes, Braille, large print, or audiotape).
- Before award of an SBIR funding agreement, the Government may request the applicant to submit certain organizational, management, personnel, and financial information to assure responsibility of the applicant.
- The Government is not responsible for any monies expended by the applicant before award of any funding agreement.
- This program solicitation is not an offer by the Government and does not obligate the Government to make any specific number of awards. Also, awards under the SBIR Program are contingent upon the availability of funds.
- The SBIR program is not a substitute for existing unsolicited proposal mechanisms. The Government shall not accept unsolicited proposals under the SBIR program in either Phase I or Phase II.
- If an award is made pursuant to a proposal submitted under this program solicitation, the Contractor will be required to certify that they have not previously been, nor are currently being, paid for essentially equivalent work by any agency of the Federal Government.

**K. Awards**

The Department anticipates awarding up to 12 firm-fixed price contracts under this solicitation.



## VI. PROPOSAL SUBMITTAL INFORMATION

### **A. Proposal Submission**

A single WORD or PDF document must be emailed to:

Barakat Shakir  
Contract Specialist  
[Barakat.Shakir@ed.gov](mailto:Barakat.Shakir@ed.gov)

The Department's email servers will not accept files larger than 25MB; therefore **proposals over 25MB will not be accepted.** Hence, the Department strongly recommends that offerors assess the size of their document and file prior to submitting the proposal via email.

NO physical packages will be accepted. Only proposals submitted to the email address above submitted prior to the deadline will be considered. No other method of electronic proposal submission (e.g., faxed proposals) will be accepted.

**The due date and time for the receipt of proposals is 2 P.M. EST on January 15, 2015.**

### **B. Proposal Package**

The email to [Barakat.Shakir@ed.gov](mailto:Barakat.Shakir@ed.gov) must contain one (1) Phase I proposal in PDF or WORD format.

The document must be saved using the following file nomenclature:

"CompanyName.PhaseI.ProposalTitle.pdf" or  
"CompanyName.PhaseI.ProposalTitle.doc(x)"

*All components of the electronic version of the proposal (Project Information, Project Narrative, all Appendices) must be included as a single file.*

Approximately 1-week after the proposal is received, ED personnel will send an email to the individual listed as the Principal Investigator to provide notification that the proposal was received.

### **C. Additional Instructions**

- Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and
  - If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 P.M. one working day prior to the date specified for receipt of proposals; or
  - There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or
  - It was the only proposal received.

- The Government reserves the right to make amendments to the solicitation at any time during the procurement process. Offerors are required to comply with any new provisions or other requirements in solicitation amendments. Any amendment would be posted at the Fedbizopps.gov postings for this solicitation.
- Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- The Government intends to make the awards without holding discussions with the offerors. However, the Government may hold discussions if it determines that they are necessary.
- The Government will consider any offer submitted in response to this solicitation to be good for 180 days from the closing date of the solicitation, unless otherwise specified by the offeror. Debriefs will be conducted in accordance with Federal Acquisition Regulation 15.5.

## **VII. SCIENTIFIC AND TECHNICAL INFORMATION SOURCES**

The below internet resources may provide useful information in preparing SBIR proposals.

### **SBIR Program-Related**

ED SBIR Program: <http://www.ed.gov/programs/sbir/index.html>

IES SBIR Program: <http://ies.ed.gov/sbir/>

Official U.S. Government Small Business Innovation Research Program (SBIR) website:  
[www.sbir.gov](http://www.sbir.gov)

### **Institute of Education Sciences (IES)**

IES Home Page: <http://ies.ed.gov/>

IES Funding Opportunities: <http://ies.ed.gov/funding/>

National Center for Education Research: <http://ies.ed.gov/ncer/>

National Center for Special Education: <http://ies.ed.gov/ncser/>

### **General**

U.S. Department of Education: <http://www.ed.gov/>

What Works Clearinghouse: <http://ies.ed.gov/ncee/wwc/>

Federal Acquisition Regulation: <https://www.acquisition.gov/>

Federal Business Opportunities (FedBizOpps): <https://www.fbo.gov>

**VIII. Phase I PROPOSAL PACKAGE CHECKLIST****CHECK:**

- ☐ **CLOSING DATE: JANUARY 15, 2015 at 2 P.M. Eastern Time**
- ☐ Have you prepared the proposal according to the instructions set forth?
- ☐ Did you provide your DUNS No.?
- ☐ Does the budget demonstrate that the proposing firm is spending a minimum of two-thirds the Phase I funding?
- ☐ Does "Section III.F. Project Narrative Technical Content" contain no more than 15 pages?
- ☐ Have you included all the required components of the "Project Narrative – Cover Pages" section? Including the following: Key Information, Abstracts, Certifications, Statements, and Legend?
- ☐ Have you addressed each of the components of the "Project Narrative – Technical Content section? Including the following: Significance, Technical Objectives, Work Plan for Phase I, Project Personnel, and Resources?
- ☐ Did your Phase I Work Plan describe the R/R&D process in which a prototype of an education technology product will be developed and researched?
- ☐ Are issues (and, if applicable, exemptions) relating to Research Activities Involving Human Subjects adequately addressed?
- ☐ Have you submitted all applicable Appendices (including, at a minimum Appendices B, C, E, F, and G.)?
- ☐ In Appendix D, have you provided notification of "Similar or Related Award(s) or Proposal(s)" in the proposal narrative, if applicable?
- ☐ Have you provided notification of "Documentation and Status of Phase II Awards" in Appendix D, if applicable?
- ☐ Have you registered with SAM?
- ☐ Have you submitted all required copies of documents in the email as described in Section VI. [Proposal](#) Submittal Information?

**IX. 2015 PRIORITY AREAS (2)**

The 2015 priority areas consist of either (1) R/R&D of products used by students or teachers (or other instructional personnel) in authentic education settings, or (2) R/R&D of education technology products for use by infants, toddlers, or students with or at risk for disabilities, or teachers (or other personnel, related services providers, or family members) in authentic early intervention or special education settings (including general education classes with students with disabilities).

Products must fall in one of these two priority areas (not both):

**PRIORITY AREA 1:****Education Technology Products Used by Students or Teachers (or other Instructional Personnel) in Authentic Education Settings**

Products for student use must be designed to improve student learning or promote relevant outcomes in one of more of the following topic areas:

- pre-reading, reading, pre-writing, writing
- STEM (science, technology, engineering, math)
- computer science, coding, web design, digital competency credentials aligned with industry standards and professional certifications
- technical or vocational skills to increase career readiness
- social studies, history, geography, civics, or economics
- foreign languages, English language learning
- social skills, attitudes, and behaviors (e.g., motivation, perseverance, decision making skills, interpersonal skills, leadership skills) that support academic and other relevant school-related outcomes (e.g., attendance, high school graduation rates, career readiness, college preparation), or
- study skills.

For more information on some of the content areas that are specified in this solicitation (including reading, writing, math, science, or social and behavioral contexts for academic learning), view the National Center for Education Research funding opportunities page by [clicking here](#).

Products for teacher use (or other instructional personnel) must be intended either

- (a) to facilitate instruction (e.g., activities for students in the classroom) in the topic areas described above,

*or*

- (b) to improve the efficiency or accuracy with which teachers carry out their administrative responsibilities (e.g., managing the classroom, grading homework, organizing coursework, streamlining communication with students).

Examples of projects could include:

- Interactive multi-player biology games to improve science outcomes for students.
- An intelligent tutor designed to teach mathematics concepts and skills, that provides students and teachers with real-time feedback on their performance and progress toward mastery.
- A smart phone app that enables teachers to input observational data or track student progress in real-time.
- A data dashboard to support teachers in understanding and using data from an already existing math game to inform personalized instruction to students.
- A tool that makes it easier for teachers to find, organize, and use open educational resources.

## Specifications

### Types of Products

- Products may be in the following forms, but are not limited to: web or mobile-based products or games that promote personalized or individualized learning (e.g., intelligent tutors, formative assessment tools, adaptive engines that scaffold learning); multi-media products (e.g., videos, simulations), web or mobile-based professional development, administrative, and instructional tools; or products to support and improve the efficient and effective implementation of already existing technology products within standard instructional practice.
- Products may be, but are not limited to, products that: replace existing curricula or instruction, supplement existing curricula or instruction, or assess student performance to inform their learning trajectories.
- Some products, such as games, may include adaptive software components or analytics capabilities that: provide differentiated or personalized learning opportunities, or targeted instruction through formative assessment feedback.

### Age and grade level

- Products for students or teachers that address the topic areas above can be for any level from prekindergarten through Grade 16.
- Products for students or teachers in adult education program must address basic or secondary reading, writing, or mathematics skills.
- *NEW in this solicitation: Products for adult students in adult education programs may also be intended for use by adults outside of formal adult education program – that is for personal use not in conjunction with a formal education program. Such proposals must follow the research guidelines for development and pilot testing within this solicitation.*
- Products may address the needs of students who are English language learners pre-kindergarten through grade 16, or for English language learners in adult education programs for basic or secondary reading, writing, or mathematics skills.

### Intended Use

Products must be for use in school or for work or through formal programs in conjunction with school work (e.g., homework, after-school programs, distance learning programs, on-line programs).

**Products submitted under Priority Area 1 through this solicitation may address the needs of students in general education.** Proposals addressing the needs of infants, toddlers, or students in the areas of special education should not be submitted under Priority Area 1, but rather would be appropriate for submission under Priority Area 2.

For a Phase I project, the scope of the proposed project (in terms of time needed to complete the R/R&D work and resources needed to do so) must be appropriate for the Department's SBIR program. ED recognizes that R/R&D requirements for some education technology exceed the time and resources provided by the SBIR program. In such cases offerors should consider other avenues for funding.

For more information on research supported by the Institute of Education Sciences (IES) in the U.S. Department of Education, or for other funding opportunities for education technology development and evaluation, offerors are strongly encouraged to consult the IES [funding opportunity webpage](#) for information on research grant competitions. For additional information on the types of projects the Institute has funded through its education research grant competitions, please see descriptions of projects funded through the National Center for Education Research (NCER) [by clicking here](#).

#### **PRIORITY AREA 2:**

**Education Technology Products Used by Infants, Toddlers, or Students With or At Risk for Disabilities, or Teachers (or other Instructional Personnel, Related Services Providers, or Family Members) in Early Intervention or Special Education Settings.**

Products for use by or with infants, toddlers, or students with or at risk for disabilities in early intervention or special education programs (including general education classes with students with disabilities) must be designed to improve outcomes in one of more of the following areas:

- cognitive, functional and adaptive skills, physical skills, school readiness, reading, writing, communication and language
- reading, writing
- STEM (science, technology, engineering, or math)
- computer science, coding, web design, other digital competency skills aligned with industry standards and professional certifications
- technical or vocational skills to increase career readiness
- social studies, history, geography, civics, economics
- foreign language, English language learning
- social skills, attitudes, and behaviors (e.g., motivation, perseverance, decision making skills, interpersonal skills, leadership skills) that support academic and other relevant school-related outcomes (e.g., attendance, high school graduation rates),
- transition outcomes for secondary students with disabilities,
- general study skills.

Products for use by teachers or other service delivery providers (e.g., early interventionists, guidance counselors, speech/language pathologists, school psychologists, or parents) in early intervention or special education programs must intended either:

- (a) to facilitate instruction (e.g., activities for students in the classroom) in the topic areas described above.

or

- (b) to improve the efficiency or accuracy with which teachers or other service providers carry out their administrative responsibilities (e.g., recording and transmitting information to a central database, monitoring progress on Individualized Education Program (IEP) goals).

For more information on some of the content areas that are specified in this solicitation (including reading, writing, math, science, or social and behavioral contexts for academic learning), view the National Center for Special Education Research funding opportunities page by [clicking here](#).

Examples of products could include:

- A computer-based instructional program for biology that is paired with a haptic hardware device to improve science outcomes for students with visual impairments.
- An intelligent tutor designed to teach basic mathematics concepts for students with learning disabilities and provide parents and teachers with real time progress reports.
- An interactive technology that is intended to help young children with autism learn to read facial expressions.
- A personal computing device or handheld device to help early intervention service providers record improvements in developmental skills of toddlers with developmental disabilities and present data in a way that can be easily understood by parents.
- An interactive tool that maps early physical, cognitive and social-emotional developmental progressions and integrates inputs from various sources (e.g. various mobile apps, gaming platforms) to enable parents and students to track student progress.

## Specifications

### Types of Products

- Products may create or adapt existing technologies specifically to enhance outcomes for or enable access by infants, toddlers, or students with disabilities.
- Products may be, but are not limited to, products that: provide instruction or intervention, replace existing curricula, supplement existing curricula, or assess student learning to inform instruction.
- Products may be in the following forms, but are not limited to: web or mobile-based products or games that promote personalized or individualized learning (e.g., intelligent tutors, formative assessment tools, adaptive engines that scaffold learning); multi-media products (e.g., videos, simulations), web or mobile-based professional development, administrative, and instructional tools; or products to support and improve the efficient and effective implementation of already existing technology products within standard instructional practice.



**Definitions**

- Priority Area 2 is restricted to R/R&D for products designed to support improved outcomes for infants, toddlers, or students with disabilities or at risk for disabilities. For the purpose of The Department's R/R&D programs, a student with a disability is defined in Public Law 108-446, the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), as a child — "(i) with mental retardation, hearing impairments (including deafness), speech or language impairments, visual impairments (including blindness), serious emotional disturbance (referred to in this title as 'emotional disturbance'), orthopedic impairments, autism, traumatic brain injury, other health impairments, or specific learning disabilities; and (ii) who, by reason thereof, needs special education and related services" (Part A, Sec. 602).
- An infant or toddler with a disability is defined in IDEA as, — "an individual under 3 years of age who needs early intervention services because the individual (i) is experiencing developmental delays, as measured by appropriate diagnostic instruments and procedures in 1 or more of the areas of cognitive development, physical development, communication development, social or emotional development, and adaptive development; or (ii) has a diagnosed physical or mental condition that has a high probability of resulting in developmental delay" (Part C, Sec. 632).

**Product Usage**

- Products must be for use in schools, alternative school settings, early intervention or early childhood special education settings, or supplemental education services as defined in Section 1116(e) of the Elementary and Secondary Education Act of 1965, as amended by the No Child Left Behind Act of 2001.
- Products to be used with infants and toddlers receiving early intervention services may be implemented in other natural settings (e.g., home-based, child care settings, family-focused interventions). Products for prekindergarten through Grade 12 students must be implemented as school-based alone or as school-based with a home or community component.

**Age and grade level**

- Products for use by or with individuals with disabilities or at risk for disabilities must be for individuals from infancy through Grade 12.
- Products for use by teachers, intervention delivery providers in early intervention or special education programs, or parents or family members, must be for serving individuals with or at risk for disabilities from infancy through Grade 12.

**Measures and Outcomes**

- All applicants must include measures of child or student outcomes. By child or student outcomes, the Department means those measures of development, learning, and achievement that are important to parents, teachers, and school administrators (e.g., school readiness for young children, grades, achievement test scores, percentage of time spent in the general education environment).
- Transition outcomes for middle or high school students include the behavioral, social, communicative, functional, occupational, and academic skills that enable young adults with disabilities to obtain and hold meaningful employment, live independently, and

obtain further training and education (e.g., postsecondary education, vocational education programs).

#### Other specifications

- Products may address the needs of students with disabilities who are also English language learners (excluding games for English learners).
- The Department encourages research on high-incidence (e.g., specific learning disability) and low-incidence disabilities (e.g., visual impairments).
- Offerors proposing to study children at risk for disabilities should present research-based evidence of an association between risk factors in their proposed sample and the potential identification of disabilities. The determination of at-risk status must be made on an individual child basis and may include, for example, factors used for moving children to higher tiers in a Response to Intervention model. The method to be used for determining at-risk status should be made explicit in proposals and should be completed as part of the sample selection process. Evidence consisting only of general population characteristics (e.g., labeling all children in a school or district as “at risk for disabilities” because of community socioeconomic characteristics) is **not** sufficient for this purpose.

For a Phase I project, the scope of the proposed project (in terms of time needed to complete the R/R&D work and resources needed to do so) must be appropriate for the Department’s SBIR program. ED recognizes that R/R&D requirements for some education technology exceed the time and resources provided by the SBIR program. In such cases offerors should consider other avenues for funding.

For more information on the research supported by the Institute of Education Sciences (IES) in the U.S. Department of Education, or for other funding opportunities for education technology development and evaluation, offerors are strongly encouraged to consult the (IES) [funding opportunity webpage](#) for information on research grant competitions. For additional information on the types of projects the Institute has funded through its special education research grant competitions, please see descriptions of projects funded through the National Center for Special Education Research by [clicking here](#).

**X. APPENDICES TO THE PHASE I PROPOSAL****Appendix A: Documentation and Status of SBIR Phase II Awards since 2007**

If the small business concern or the principal investigator (when at the small business concern or previously at a different firm) has received ANY prior SBIR Phase II or Fast-Track awards from any Federal agency since 2007, the below information must be provided in Appendix A for each award.

**Notes:**

- Details must be provided for each award within the formatted Table below. Offerors may expand the sections of the Table as much is needed.
- Proposals that do not include the information in this format will be rejected without review.
- If offerors have not received any prior Fast-Track or Phase II awards, offerors may include a page with the heading "Appendix A: No Prior Fast-Track or Phase II SBIR awards to report."

<b><u>Project Information:</u></b>	
Name of the awarding agency and office:	
Dates of award (start and finish):	
Contract/grant number:	
Total Award Amount (Phase I and II combined):	
Title of the project:	
A short description of the product that was developed as a result of the award:	
If it is an online software product, provide a link to the product (and login information) so that a reviewer can access the product. As well, if available, provide a website link to video demonstrations of the product.	

<b>Commercialization history and current status of the product, including:</b>	
Detail any follow-on funding agreements or outside investments for commercialization:	
Detail the commercialization pathways through which the product is made available for purchase (e.g., posted on website or LMS platform, licensing agreements with a dissemination partner, contracts with states, districts, or schools):	
Detail the total revenue generated from the sale of the product:	
Detail the number of past and current users of the product, including schools, teachers, and students:	
<b>Other Relevant Information:</b>	
List industry awards won by the product:	
List peer-reviewed journal publications resulting from the R/R&D of the product.	
Describe research that has been conducted to evaluate the efficacy or effectiveness of the product at scale. Describe the sample, design, and all key findings. Include the funding source of this research.	

This proposal information is not counted toward the 15-page limit of the project narrative.

**Appendix B: Letter of Agreement to Participate in the Phase I R/R&D**

In Appendix B, offerors should provide one letter of agreement from an authentic education setting or an authentic early intervention or special education setting to participate in the Phase I research. The letter must not exceed one (1) page in length.

This proposal information **is not** counted toward the 15-page limit of the project narrative.

### Appendix C: Biographical Summary Certification and Résumé Pages

For each individual who is listed and whose biographical summary is included in the 15-page narrative of the proposal, two separate pages must appear in Appendix C with the following information: (1) a certification page, and (2) a 1-page résumé.

#### **(1) Certifications (1-page)**

Each individual on the project team must certify the following statement by providing the information below:

*"I hereby certify that this information is accurate to the best of knowledge and belief."*

Individual's Name (TYPED):

Written signature: \_\_\_\_\_

Date:

Each employee of the offeror with the authority to bind the offeror must certify the following statement by providing the information below:

*"I hereby certify that (FILL IN THE COMPANY NAME) has verified the foregoing information that is accurate to the best of our knowledge and belief."*

Individual's Name (TYPED):

Individual's Title (TYPED):

Written signature: \_\_\_\_\_

Date:

#### **(2) Résumé (1-page maximum)**

Each key individual on the project team must include a résumé (1-page maximum) in Appendix C.

The résumé should include relevant educational qualifications, experience, and bibliographic information including pertinent peer-reviewed publications.

**Note:** The Résumé of the Principal Investigator must also include a list of all other commitments during the proposed period of performance.

This proposal information **is not** counted toward the 15-page limit of the project narrative.

#### Appendix D: Similar or Closely Related Awards or Proposals

If the small business concern has received ANY prior award(s) from ED, or any other Federal agency *for similar or closely related research*, the offeror must provide the name of the awarding agency, the date of award, the funding agreement number, the amount, and the project title. As well, the offeror must describe the technical differences and reasons why the proposed new Phase I (and eventually Phase II) research is different from the research conducted under prior awards. This information shall be included in Appendix D.

If an offeror has submitted identical proposals containing a significant amount of essentially equivalent work, a statement must be included in Appendix D indicating: the name and address of agencies to which proposal(s) was/were submitted; the date of the proposal submission and date of award; the title, number and date of SBIR program solicitation under which proposal was/were submitted; the applicable research priority in the program solicitation for each SBIR proposal submitted or award received; the titles of research projects; the name and title of the principal investigator for each proposal submitted.

This proposal information **is not** counted toward the 15-page limit of the project narrative.

#### **Appendix E: Budget**

In Appendix E, offerors shall provide a narrative budget justification and a budget spreadsheet for the Phase I period.

For the narrative budget justification, the offeror should provide a justification for all costs associated with the proposed project and describe why the costs are within the scope of the proposed activities.

For the budget spreadsheet:

- information should be displayed in a spreadsheet (SAMPLE BUDGET is below),
- all personnel should be listed by name,
- the number of hours assigned to the project for personnel should be included,
- hourly rates for personnel should be included,
- labor costs per person should be included,
- funds for travel must be justified and related to the needs of the project, and
- cost sharing should not be included.

The Phase I Budget must not exceed \$150,000 for a 6-month project, including subcontracts, indirect costs, and fees but excluding any proposed cost sharing.

The SBA has stated that SBIR funding agencies are to provide for a reasonable fee or profit on SBIR contracts including grants, consistent with normal profit margins provided to profit-making firms for R/R&D work (SBIR "Policy Directive").



**PHASE I BUDGET INFORMATION**  
**(MAXIMUM OF \$150,000 FOR 6-MONTHS)**

- **Budget Narrative Justification for Phase I (limit 1-page for the narrative):**
  
- **Spreadsheet for Phase I (use the template below):**

Price Category	HOURS	RATE	TOTAL
<b>Labor</b>			
Name & Title	_____	X    \$ _____	\$ _____
Name & Title	_____	X    \$ _____	\$ _____
Name & Title	_____	X    \$ _____	\$ _____
Name & Title	_____	X    \$ _____	\$ _____
Name & Title	_____	X    \$ _____	\$ _____
Labor Overhead    Rate	_____ %		\$ _____
Fringe Benefits	_____ %		\$ _____
Total Direct Cost			\$ _____
Other Direct Costs			
Travel			\$ _____
Copy/print/message			\$ _____
Consultant			\$ _____
Subcontractors( <i>no more than 33% of the total Phase I price</i> )			\$ _____
Total ODCs			\$ _____
Total Direct Costs			\$ _____
G&A                      Rate	_____ %		\$ _____
Total Cost			\$ _____
Profit                      Rate	_____ %		\$ _____
TOTAL PRICE			\$ _____

Appendix F: Human Subjects**3452.224-71 Notice About Research Activities Involving Human Subjects (MAY 2011)**

(a) *Applicable Regulations.* In accordance with Department of Education regulations on the protection of human subjects, title 34, Code of Federal Regulations, part 97 (“the regulations”), the contractor, any subcontractors, and any other entities engaged in covered (nonexempt) research activities are required to establish and maintain procedures for the protection of human subjects.

(b) *Definitions.*

(1) The regulations define research as “a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.” (34 CFR 97.102(d)). If an activity follows a deliberate plan designed to develop or contribute to generalizable knowledge, it is research. Research includes activities that meet this definition, whether or not they are conducted under a program considered research for other purposes. For example, some demonstration and service programs may include research activities.

(2) The regulations define a human subject as a living individual about whom an investigator (whether professional or student) conducting research obtains data through intervention or interaction with the individual, or obtains identifiable private information. (34 CFR 97.102(f)). The definition of a human subject is met if an activity involves obtaining—

(i) Information about a living person by—

(A) Manipulating that person’s environment, as might occur when a new instructional technique is tested; or

(B) Communicating or interacting with the individual, as occurs with surveys and interviews; or

(ii) Private information about a living person in such a way that the information can be linked to that individual (the identity of the subject is or may be readily determined by the investigator or associated with the information). Private information includes information about behavior that occurs in a context in which an individual can reasonably expect that no observation or recording is taking place, and information that has been provided for specific purposes by an individual and that an individual can reasonably expect will not be made public (for example, a school health record).

(c) *Exemptions.* The regulations provide exemptions from coverage for activities in which the only involvement of human subjects will be in one or more of the categories set forth in 34 CFR 97.101(b)(1)–(6). However, if the research subjects are children, the exemption at 34 CFR 97.101(b)(2) (i.e., research involving the use of educational tests, survey procedures, interview procedures or observation of public behavior) is modified by 34 CFR 97.401(b), as explained in paragraph (d) of this provision. Research studies that are conducted under a Federal statute that requires without exception that the confidentiality of the personally identifiable information will be maintained throughout the research and thereafter, e.g., the Institute of Education Sciences confidentiality statute, 20 U.S.C. 9573, are exempt under 34 CFR 97.101(b)(3)(ii).

*(d) Children as research subjects.*

Paragraph (a) of 34 CFR 97.402 of the regulations defines children as “persons who have not attained the legal age for consent to treatments or procedures involved in the research, under the applicable law of the jurisdiction in which the research will be conducted.” Paragraph (b) of 34 CFR 97.401 of the regulations provides that, if the research involves children as subjects—

(1) The exemption in 34 CFR 97.101(b)(2) does not apply to activities involving—

- (i) Survey or interview procedures involving children as subjects; or
- (ii) Observations of public behavior of children in which the investigator or investigators will participate in the activities being observed.

(2) The exemption in 34 CFR 97.101(b)(2) continues to apply, unmodified by 34 CFR 97.401(b), to—

- (i) Educational tests; and
- (ii) Observations of public behavior in which the investigator or investigators will not participate in the activities being observed.

(e) Proposal Instructions. An offeror proposing to do research that involves human subjects must provide information to the Department on the proposed exempt and nonexempt research activities. The offeror should submit this information as an attachment to its technical proposal. No specific page limitation applies to this requirement, but the offeror should be brief and to the point.

(1) For exempt research activities involving human subjects, the offeror should identify the exemption(s) that applies and provide sufficient information to allow the Department to determine that the designated exemption(s) is appropriate. Normally, the narrative on the exemption(s) can be provided in one paragraph.

(2) For nonexempt research activities involving human subjects, the offeror must cover the following seven points in the information it provides to the Department:

(i) *Human subjects' involvement and characteristics*: Describe the characteristics of the subject population, including their anticipated number, age range, and health status. Identify the criteria for inclusion or exclusion of any subpopulation. Explain the rationale for the involvement of special classes of subjects, such as children, children with disabilities, adults with disabilities, persons with mental disabilities, pregnant women, institutionalized individuals, or others who are likely to be vulnerable.

(ii) *Sources of materials*: Identify the sources of research material obtained from or about individually identifiable living human subjects in the form of specimens, records, or data.

(iii) *Recruitment and informed consent*: Describe plans for the recruitment of subjects and the consent procedures to be followed.

(iv) *Potential risks*: Describe potential risks (physical, psychological, social, financial, legal, or other) and assess their likelihood and seriousness. Where appropriate, discuss alternative treatments and procedures that might be advantageous to the subjects.

(v) *Protection against risk*: Describe the procedures for protecting against or minimizing potential risks, including risks to confidentiality, and assess their likely effectiveness. Where appropriate, discuss provisions for ensuring necessary medical or professional intervention in the event of adverse effects to the subjects. Also, where appropriate, describe the provisions for monitoring the data collected to ensure the safety of the subjects.

(vi) *Importance of knowledge to be gained*: Discuss why the risks to the subjects are reasonable in relation to the importance of the knowledge that may reasonably be expected to result.

(vii) *Collaborating sites*: If research involving human subjects will take place at collaborating site(s), name the sites and briefly describe their involvement or role in the research. Normally, the seven-point narrative can be provided in two pages or less.

(3) If a reasonable potential exists that a need to conduct research involving human subjects may be identified after award of the contract and the offeror's proposal contains no definite plans for such research, the offeror should briefly describe the circumstances and nature of the potential research involving human subjects.

(f) *Assurances and Certifications*.

(1) In accordance with the regulations and the terms of this provision, all contractors and subcontractors that will be engaged in covered human subjects research activities shall be required to comply with the requirements for Assurances and Institutional Review Board approvals, as set forth in the contract clause 3452.224–72 (Research activities involving human subjects).

(2) The contracting officer reserves the right to require that the offeror have or apply for the assurance and provide documentation of Institutional Review Board (IRB) approval of the research prior to award.

(g)(1) The regulations, and related information on the protection of human research subjects, can be found on the Department's protection of human subjects in research Web site: <http://ed.gov/about/offices/list/ocfo/humansub.html>.

(2) Offerors may also contact the following office to obtain information about the regulations for the protection of human subjects and related policies and guidelines:

Protection of Human Subjects Coordinator,  
U.S. Department of Education,  
Office of the Chief Financial Officer,  
Financial Management Operations,  
400 Maryland Avenue, SW., Washington, DC 20202–4331,  
Telephone: (202) 245 8090.

(End of Provision)

OFFERORS DO NOT NEED AN ASSURANCE OR IRB APPROVAL AS A CONDITION OF OFFERING FOR THIS CONTRACT.

Additionally, contractors must comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, 34 CFR Part 99. FERPA is a law that protects the privacy of students' education records. Under FERPA an educational agency or institution may not have a policy or practice of disclosing education records, or personally identifiable information from education records, without the prior written consent of the parents of students who are or who have been in attendance, unless the disclosure meets one of the exceptions noted in the law. (Once a student reaches 18 years of age or attends a postsecondary institution, written consent must be obtained from the student.)

For additional information or technical assistance, you may call (202) 260-3887 (voice). Individuals who use TDD may call the Federal Information Relay Service at 1-800-877-8339. Or you may contact us at the following address:

Family Policy Compliance Office -- U.S. Department of Education  
400 Maryland Avenue, SW -- Washington, D.C. 20202-5920

Information is also available on the ED website at:  
<http://www.ed.gov/policy/gen/guid/fpc/index.html>

This proposal information **is not** counted toward the 15-page limit of the project narrative.

**Appendix G: Department of Education Required Information (Forms)**

In addition to registering in SAM, offerors must complete the certifications contained in Appendices F and G. Offerors without completed certifications in Appendices F and G will not be eligible for an award.

**G.1 310-1 REPRESENTATION AUTHORITY (JANUARY 2005)**

Based on a FAR change, specifically in reference to FAR clauses 52.204-8, Annual Representations and Certifications, and 52.212-3, Offeror Representations and Certifications - Commercial Items, vendors are required to provide Online Representations and Certifications now available at SAM (<https://sam.gov>), as required by the Federal Acquisition Regulations (FAR). Vendors should go to <https://sam.gov> to complete the requirements of the solicitation. However, all FAR and ED clauses NOT listed in SAM's Online Representation and Certifications should still be completed. The offeror makes the following Representations and Certifications as part of its proposal (check or complete all appropriate boxes or blanks on the following pages).

_____	_____
(Name of Offeror)	(RFP No.)
_____	_____
(Signature of Authorized Individual)	(Date)

\_\_\_\_\_  
(TYPED NAME OF AUTHORIZED INDIVIDUAL) Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. The Representations and Certifications must be executed by an individual authorized to bind the offeror.

**G.2 310-16 POST EMPLOYMENT CONFLICT OF INTEREST (MARCH 1985)**

The contractor certifies that in developing a proposal in response to the solicitation for this contract, it has not utilized the services of any former Education Department (ED) employee who, while working for the Government, participated personally and substantially in, or was officially responsible for, the development or drafting of the solicitation for this contract. The contractor further certifies that it did not utilize the services of such an ED employee in assisting or representing the offeror at negotiations for this contract.

**G.3 310-6 DUPLICATION OF COST (MARCH 1985)**

The offeror represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other Government contract, subcontract, or other Government source.

**G.4 52.222-54 – Employment Eligibility Verification (Aug 2013)**

(a) *Definitions.* As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

*(b) Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) *Is for—*

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and



(3) Includes work performed in the United States.  
(End of Clause)

**G.5 3452.209-70 Conflict of Interest Certification (MAY 2011)**

(a) (1) The contractor, subcontractor, employee, or consultant, by signing the form in this clause, certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations: (i) Unequal access to information. A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract. (ii) Biased ground rules. A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract. (iii) Impaired objectivity. A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity: (A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department; (B) Significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property, or services; or (C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services. (2) Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity. (3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. (b) The contractor, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest). (c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a

potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest. (d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer. (e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e). (f) Conflict of Interest Certification. The offeror, \_\_\_\_\_, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. \_\_\_\_\_ that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such conflict of interest (or apparent conflict of interest). Offeror's Name \_\_\_\_\_  
 RFP/Contract No. \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

#### **G.6 3452.209-71 CONFLICT OF INTEREST (MAY 2011)**

(a) (1) The contractor, subcontractor, employee, or consultant, has certified that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest), (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations: (i) Unequal access to information - A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract. (ii) Biased ground rules - A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract. (iii) Impaired objectivity - A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or

other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity: (A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department; (B) Significant connections to teaching methodologies that might require or encourage the use of specific products, property, or services; or (C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services. (2) Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity. (3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. (b) The contractor, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the contracting officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest). (c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest. (d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer. (e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e). (End of Clause)

#### **G.7 Conflict of Interest Plan**

The offeror shall submit a Conflict of Interest Plan in Appendix G.7.B., providing details on its policies and procedures to identify and avoid potential organizational or personal conflicts of interest (or apparent conflicts of interest). The Plan should also address procedures taken to neutralize or mitigate such conflicts, if they have not been or cannot be avoided. The Plan

should indicate that such policies and procedures are operative throughout the period of performance of the contract.

The policies should address, at a minimum, gifts, outside activities, financial interests, or other significant connections or identifications that would establish, or give the appearance of establishing, a conflict of interest. A method for periodically reviewing financial interests of employees, subcontractors and consultants, and their immediate families, in order to assess actual or apparent conflicts of interest, should be included in the plan. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The thoroughness, completeness and effectiveness of the Plan shall be evaluated as part of the offeror's overall proposal. The Plan will be incorporated into the contract awarded to the successful offeror. Offerors and all proposed subcontractors/consultants shall complete the Conflict of Interest Certification from EDAR 3452.209-70, provided in the clause section, and include in their business proposal.

#### **G.8 3452.239–71 DEPARTMENT SECURITY REQUIREMENTS (MAY 2011)**

(a) The contractor and its subcontractors shall comply with Department security policy requirements as set forth in the "Bidder's Security Package: Security Requirements for Contractors Doing Business with the Department of Education" at [www.ed.gov/fund/contract/about/bsp.html](http://www.ed.gov/fund/contract/about/bsp.html).

(b) The following are the contractor employee positions required under this contract and their designated risk levels:

High Risk (HR): N/A

Moderate Risk (MR): N/A

Low Risk (LR): N/A

(c) All contractor employees must undergo personnel security screening if they will be employed for 30 days or more, in accordance with Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings." The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause.

(d) The contractor shall—

(1) Ensure that all non-U.S. citizen contractor employees are lawful permanent residents of the United States or have appropriate work authorization documents as required by the Department of Homeland Security, Bureau of Immigration and Appeals, to work in the United States.

(2) Ensure that no employees are assigned to high risk designated positions prior to a completed preliminary screening.

(3) Submit all required personnel security forms to the contracting officer's representative (COR) within 24 hours of an assignment to a Department contract and ensure that the forms are complete.

(4) Ensure that no contractor employee is placed in a higher risk position than that for which he or she was previously approved, without the approval of the contracting officer or the COR, the Department personnel security officer, and the Department computer security officer.

(5) Ensure that all contractor employees occupying high-risk designated positions submit forms for reinvestigation every five years for the duration of the contract or if there is a break in service to a Department contract of 365 days or more.

(6) Report to the COR all instances of individuals seeking to obtain unauthorized access to any departmental IT system, or sensitive but unclassified and/or Privacy Act protected information.

(7) Report to the COR any information that raises an issue as to whether a contractor employee's eligibility for continued employment or access to Department IT systems, or sensitive but unclassified and/or Privacy Act protected information, promotes the efficiency of the service or violates the public trust.

(8) Withdraw from consideration under the contract any employee receiving an unfavorable adjudication determination.

(9) Officially notify each contractor employee if he or she will no longer work on a Department contract.

(10) Abide by the requirements in Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings." (e) Further information including definitions of terms used in this clause and a list of required investigative forms for each risk designation are contained in Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings" available at the Web site listed in the first paragraph of this clause. (f) Failure to comply with the contractor personnel security requirements may result in a termination of the contract for default. (End of Clause)

#### **G.9 52.204-10 – Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013)**

(a) *Definitions.* As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect cost.

"Month of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of

2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause required the disclosure of classified information.

(d)

(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at

<http://www.sec.gov/answers/execomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.frs.gov> for that first tier subcontract. (The Contractor shall follow the instruction at <http://www.frs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime

contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <https://www.fsrc.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)

(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor

(h) The FSRS database at <http://www.fsrc.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

#### **G.10 52.209-5 Certification Regarding Responsibility Matters (Apr 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are or are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have or have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.



(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### **G.11 52.209-7 – Information Regarding Responsibility Matters (Jul 2013)**

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or

- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).
- (End of provision)

#### **G.12 306-1b Invoice and Contract Financing Requests Submission – Invoice Processing Platform (IPP) (December 2013)**

- (a) Payments shall be rendered in accordance with the identified payment schedule(s), and any other incorporated payment clause(s), specified rates, and/or fixed price amounts.
- (b) The contractor shall submit invoices electronically by means of the web-based system, Invoice Processing Platform (IPP) that can be accessed at: <http://www.ipp.gov/>. All submitted invoices must be accompanied by supporting documentation in accordance with the contract's terms and conditions. The supporting documentation shall be submitted in the following formats: Adobe Acrobat (pdf), Microsoft Word (doc), Pictures (jpeg), Microsoft Excel (excel), and Microsoft Outlook message (msg).
- (c) Invoice Number Format – The format for the invoice shall be the contract number followed by the invoice number. The invoice number shall have no spaces, dashes, or other special characters. The invoice number cannot exceed 21 characters. Examples of acceptable invoice number formats are as follows:

Example 1, Definitive Contract:

Contract Number: ED-ABC-13-C-1234

Contractor's Invoice No.: 15897126341

IPP Invoice No.: EDABC13C1234158971263 (Note that the "-" characters were removed due to the requirement of not having special characters and the last two digits ["41"] from the contractor's invoice number were removed due to the 21 character limitation)

Example 2, Task/Delivery Order Contract:

Contract Number: ED-CDE-13-A-4567/0001

Contractor's Invoice No.: 158971263

IPP Invoice No.: EDCDE13A4567000115897 (Note that the "/" and "-" characters were removed due to the requirement of not having special characters and the last four digits ["1263"] from the contractor's invoice number were removed due to the 21 character limitation)

- (d) If the Contractor has not already established an IPP account that is active, an IPP account will be automatically created on behalf of the Contractor. The automatically created IPP account will be issued to the Designated Primary Administrator, which will be the individual that has been identified in the "Accounts Receivable POC" Section of the Contractor's System for Award Management (SAM) registration located at <https://www.sam.gov/portal/public/SAM/>.

- (e) Within ten (10) business days of the Contractor entering or updating the Accounts Receivable POC information within the Contractor's SAM registration, the Designated Primary Administrator will receive an email from the IPP Customer Support Team containing the Designated Primary Administrator's IPP username. Within 24 hours of receiving the initial email, the Designated Primary Administrator will receive a second email containing their IPP password. Once both emails have been received, the Designated Primary Administrator must log into IPP and complete the registration process.
- (f) The Contractor's Designated Primary Administrator will be authorized to further designate other administrators under the Contractor's IPP account who may submit invoices on behalf of the Contractor.
- (g) The Contractor must ensure that the "Accounts Receivable POC" Section of its SAM registration is accurate and up to date.
- (h) In the event that an invoice is rejected, the contractor shall make the necessary corrections and resubmit the invoice by means of IPP. Any questions, concerns, or issues regarding the use of IPP should be directed to IPP Customer Support Team, as identified at <http://www.ipp.gov/>  
(End of clause)

**G.13 Local Clause 31.205.70 - Food Costs:** No food may be provided under this contract or in association with this contract unless consent is provided below. The cost of food under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a food cost, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: the purpose of the event at which the food will be served, why the food is integral to fulfill a government requirement in the contract, and the proposed costs. The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to: Funds are not authorized for the use of food.

Meetings – Include, but are not limited to, non-routine formal conferences, congresses, conventions, seminars, symposiums, workshops, with a published and substantive agenda with scheduled speakers and concern matters of topical interest to participants from multiple agencies and/or non-governmental participants. As used in this directive, “meetings” do not include purely internal routine business meetings primarily involving discussions of day-to-day internal procedures or operations such as, but not limited to, ED-sponsored staff meetings, all-hands meetings, working groups, retreats, etc.

**G. 14 Local Clause 31.205.71 - Travel Costs:** No invitational travel (defined as: Official government travel conducted by a non-federal employee in order to provide a “direct service” [i.e. presenting on a topic, serving as a facilitator, serving on a Federal Advisory Committee Act, or advising in an area of expertise] to the government) may be provided under this contract or in association with this contract unless consent is provided below. The cost of invitational travel under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a cost related to invitational travel, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: why the invitational travel cost is integral to fulfill a government requirement in the contract, and the proposed cost that must be in accordance with federal travel regulations. The lack of a timely response from the Contracting Officer shall not constitute constructive

acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to: Funds are not authorized for the use of travel.

**G.15 Clause 313.237-72 Clearance of Conferences/Meetings (DECEMBER 2012)**

Any hotel/venue contract that the Contractor negotiates must be reviewed by and receive concurrence from an Event Services Team member prior to final agreement. The Event Services staff can be contacted at (202) 401-3679 or [event.services@ed.gov](mailto:event.services@ed.gov). Comps: The Contractor does not have authority to negotiate or accept room upgrades for Department or Contractor staff. However, the Contractor is authorized to exercise its best efforts to obtain other Comps of necessary items/services that the Department would otherwise seek to procure in furtherance of the conference/meeting (i.e., meeting rooms, sleeping rooms, audio-visual equipment, etc.) Dual Compensation: Contractors are prohibited from receiving compensation from both the Department and any other source for conference planning performed pursuant to the terms of this Contract. If the vendor receives any compensation from another source as a result of conference services performed for the Department, the Contractor will report this compensation to the Contracting Officer and offset its invoice to the Department in an equal amount.

This proposal information **is not** counted toward the 15-page limit of the project narrative.

[Appendix H: Letters of Endorsement \(Maximum of 3 Letters for Phase I\)](#)

In Appendix H, offerors may provide up to three (3) letters to endorse the significance of the proposed product or the potential pathways for commercial dissemination and sustainability of the proposed product. Each letter must not exceed 1-page in length. Letters must adhere to the requirements as set forth in the solicitation.

**Notes:**

Strong letters of endorsement (1) state the endorser's qualifications (e.g., why does this individual/organization have expertise in the area of the proposed product?), (2) refer to the specifics of the proposal, and (3) may either speak to the significance of the proposed product or specify future roles or involvement with the project down the line (e.g., Phase II or Phase III) should it be successful.

Letters endorsing the significance of the proposed product or for potential pathways for its commercial dissemination and sustainability may come from individual experts, associations, or organizations in the specific field of interest, future potential partners or investors, from school practitioners who would use or possibly purchase the product if it were commercially available, among others.

Offerors should *not* include letters of endorsement from key members of the project team, such as consultants or subcontractors, as the confirmation of involvement of members of the project team is to be provided in the Biographical Summary of Key Personnel (Section III.F.4) and can be discussed in terms of how the project is managed. Offerors should *not* include letters from banks or personal lenders as a means to demonstrate the potential availability of Phase III financing.

This proposal information **is not** counted toward the 15-page limit.